Foss Maritime Response to EPA's 104(e) Information Request Entire response Releasable

EPA Region 10 Superfund
RELEASABLE
Date 11-23-09
Initial 7125

The Continental Insurance Company New York, N.Y.

A Stock Company Policy No. L 138 89 00

Comprehensive General - Automobile Liability Policy

The Declarations, Insuring Agreements, Exclusions and Conditions of this policy are hereby modified and supplemented by the following Declarations, Insuring Agreements, Exclusions and Conditions.

Declarations

ITEM 1. Named Insured

DILLINGHAM CORPORATION, A Hawaiian Corporation, as it now exists or as it may exist hereafter and any allied or subsidiary interest as defined in Insuring Agreement III of the policy.

Address

P. 0. Box 3468, Honolulu, Hawaii 96801

ITEM 2. Policy Period

From: January 1, 1969 To: Continuous
Both dates at 12:01 A.M. Standard Time

ITEM 3.

Coverage

Combined Single Limit of Liability Advance Premium

Personal Injury Liability and Property Damage Liability

per occurrence and aggregate any one

endorsement attached

policy year

Countersigned by

CIC 468

The Continental Insurance Company of New York (a stock company, hereinafter called "The Company") in consideration of the payment of the promium and in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms and conditions of this policy, agrees with the "Named Insured" as hereinafter defined:

It is agreed the Supplementary Payments, Definitions and Conditions in the Jacket of this policy are deleted.

INSURING AGREFMENTS

I Coverage-Liability

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay because of Bodily Injury, Personal Injury or Property Damage caused by or resulting from an occurrence as hereinafter defined.

II Defense, Settlement, Supplementary Payments

With respect to such insurance as is afforded by this policy, the company shall:

- (a) defend any suit against the Insured alleging such Bodily Injury, Personal Injury or Property Damage and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but The Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all premiums on bonds to release attachments, for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds or other bonds required in any such defended suit, and to apply for and furnish all such bonds. If bonds are required in an amount in excess of the applicable limit of liability of this policy, The Company will pay the premium in a proportion the amount of the applicable limit of liability bears to the total amount of the bond;
- (c) pay all expenses incurred by The Company, all costs taxed against the Insured in any such suit and all interest accruing after entry of judgment until.

 The Company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of The Company's liability thereon;

- (d) pay all expenses incurred by the Insured for such immediate medical and surgical relief to others as shall be necessary at the time of an occurrence;
- (e) reimburse the Insured for all reasonable expenses, other than less of earnings, incurred at The Company's request;

and the amounts so incurred, except settle ents of claims and suits, are payable by The Company in addition to the applicable limit of liability of this policy, and without application of Condition 2 - Property Damage deductible.

III Definition of Mamed Insured and Insured

The words "Named Insured" wherever used in this policy shall mean the entity named in Item 1 of the Declarations; any entity financially owned or controlled thereby; and all other entities for which any of the foregoing may be responsible.

The unqualified word "Insured" means the Named Insured and also:

- (a) except with respect to the ownership, maintenance or use, including loading or unloading, of auto-mobiles while away from premises owned by, rented to or controlled by the Named Insured (including ways immediately adjoining):
 - (1) any director, stockholder, executive officer or other employee of the Named Insured while acting within the scope of his duties as such and any person or organization while acting as real estate manager for the Named Insured provided that no employee of the Named Insured shall be insured with respect to:
 - (i) Personal Injury to another employee of the Named Insured arising out of and in the course of his employment;
 - (ii) Property Damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised by, another employee of the Named Insured or the Named Insured.
 - (2) any other individual, firm, co-partnership, corporation, political subdivision, commission, board or agency thereof including the officers

and numbers of such political subdivision, commission, board or agency or any other entity for whom the Named Insured has contracted or during the currency of this policy may contract to procure liability insurance (ut only to the extent and in the amount for which such Named Insured has contracted to procure such Insurance, and in no event to exceed the limit of liability set forth in this policy.

- (3) if the Hamed Insured is a partnership, any partner therein but only with respect to his liability as such.
- (b) with respect to any automobile owned by the Named Insured or hired for use by or on behalf of the Named Insured, any person while using such automobile and any person or organization legally responsible for the use thereof; provided its actual use is with the permission of the Named Insured, or provided the other person's actual operation or (if the other person is not operating) the other person's other actual use thereof is within the scope of such permission; and any employee of the Named Insured with respect to the use of a non-owned automobile in the business of the Named Insured. This insurance, with respect to any person or organization other than the Named Insured, does not apply:
 - (1) to any person or organization while comployed or otherwise engaged in duties in connection with the operation of an automobile sales agency, repair shop, service station, storage garage or public parking place in which the Camed Insured does not have a proprietary interest, with respect to any occurrence arising out of the operation thereof;
 - (2) with respect to any non-owned automobile, to any employee if such automobile is owned by him or a member of the same household;
 - (3) to any employee with respect to injury to or sickness, disease or death of another employee of the same employer injured in the course of such employment in an occurrence arising out of the maintenance or use of an automobile in the business of such employer.

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IV Policy Period, Territory

This policy applies only to occurrences which occur during the policy period within the United States of America, its territories or possessions, or Canada, and to occurrences occurring elsewhere, provided that with respect to such occurrence occurring elsewhere the policy applies only if;

- (a) claim based thereon is initially made within the United States of America, or
- (b) suit against the insured alleging bodily injury, sickness, disease or death or injury to or destruction of property and seeking damages on account thereof, is originally brought within the United States of America; and provided further that the Company shall have no obligation to defend any suit against the insured (or pay any judgment obtained thereby) brought in the United States of America which seeks to enforce, collect or execute or is in any way connected with a judgment obtained in a foreign jurisdiction.

EXCLUSIONS

This policy does not apply:

- (a) to any obligation for which the Insured or any carrier as his insurer may be held liable under any Workmen's Compensation, Unemployment Compensation or Disability Benefits Law, or under any similar law;
- (b) to bodily injury, sickness, disease or death of any employee of the Insured arising out of and in the course of his employment by the Insured, but this exclusion does not apply to:
 - (1) a domestic employee whose injury arises out of an automobile covered by this policy and for whose injury benefits in whole or in part are not payable or required to be provided under any Workmen's Compensation Law;
 - (2) liability of others assumed by the Insured under any contract or agreement other than an implied warranty or written warranty under a contract to provide service in a workmanlike manner.

- (c) to property damage to:
 - (1) property owned by the Insured;
 - (2) property carried on or upon any automobile or other vehicle in charge of the Insured;
 - (3) property in the care, custody or control of the Insured for repair or sale:
 - that particular part of any property upon which the Insured is or has been working caused by the faulty manner in which the work has been performed.
- (d) to liability assumed by the Insured under any contract, lease or agreement for property damage to property owned, rented, leased, used by or in the care, custody or control of the Insured unless such liability would have been covered in the absence of such contract, lease or agreement;
- (e) to claims made against the Insured:
 - (1) for repairing or replacing any defective goods or products manufactured, sold, handled or distributed by the Insured or any defective part or parts thereof, nor for the cost of such repair or replacement;
 - (2) for the loss of use of any such defective goods or products or part or parts thereof.
- (f) to Personal Injury or Property Damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition, incident to any of the foregoing, with respect to the:
 - (1) liability assumed by the Insured under any contract or agreement;
 - (2) expenses for medical or surgical relief as provided for in Insuring Agreement II (d).
- (g) to Personal Injury or Property Damage arising out of ownership, maintenance, operation or use of water-craft by Oahu Railway & Terminal Marchouse Co., Ltd., Hawaiian Tug & Barge, Ltd., or Young Brothers, Ltd., if the occurrence takes place away from premises owned by, rented to or controlled by said Named Insureds;

but this emclusion shall not apply to Personal Injury or Property Damage resulting from operations performed for said Named Insureds by independent contractors nor to Personal Injury or Property Damage resulting from the loading or unloading of watercraft by land-based equipment.

- (h) to the ownership, maintenance, operation, use, loading or unloading of an aircraft owned or chartered without crew by or on behalf of the Named Insured; but this exclusion shall not apply to:
 - (1) liability arising out of operations performed by independent contractors;
 - (2) liability assumed by the Insured under any contract or agreement.
- (i) to claims made against the Insured for improper or inadequate performance of a product of the Insured. except where such claims are for Personal Injury or Property Damage resulting from such improper or inadequate performance; nothing herein contained shall be construed to exclude claims made against the Insured for improper or inadequate design or specification.

CONDITIONS

- 1. LIMITS OF LIABILITY Regardless of the number of:
 - (a) Insureds under this policy;
 - (b) Persons or organizations who sustain Personal Injury or Property Damage; or
 - (c) claims made or sults brought on account of Personal Injury or Property Damage, the liability of The Company is limited as follows:
 - (1) the limit of liability stated in Item 3 of the Declarations as applicable to each occurrence is the total limit of The Company's liability for all damages as a result of any one occurrence; provided that with respect to any occurrence arising out of the ownership, maintenance, operation or use of an automobile for which notice of this policy is given in lieu of security or when this policy is certified

as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied to provide the separate limits required by such law for Lodily 'njury and Property Damage to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of The Company's liability;

- (2) subject to the above provision (1) respecting each occurrence, the total liability of The Company for all damages because of all Personal Injury and Property Damage which occurs during each (annual period while this policy is in force commencing from its effective date, and included within the Products (including Completed Operations) Unlard shall not exceed the limit of liability stated in Item 3 of the Declarations as aggregate;
- (3) subject to the above provision (1) respecting each occurrence, except with respect to Property Damage arising out of the ownership, maintenance or use of automobiles, the total liability of The Company for all damages because of all Property Damage to which this policy applies which occurs during each annual period while this policy is in force commencing from its effective date and included within any of the subparagraphs below shall not exceed the limit of liability stated in Item 3 of the Declarations as aggregate:
 - (a) Property Damage arising out of operations performed by the Named Insured other than Property Damage for which liability is assumed under any contract;
 - (b) Property Damage arising out of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured if such Property Damage occurs during the course of such operations, other than Property Damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured, structural alterations at such premises which do not involve changing the size of or moving

buildings or other structures or Property Damage for which liability is assumed under any contract;

(c) liability assumed by the Insured under any contract with respect to Property Damage described in subparagraphs (a) and (b) above.

Such angrenate limits shall apply separately to subparagraphs (a), (b) and (c) above, and separately with respect to each project away from premises owned by or rented to the Named Insured.

PROPERTY DAMAGE DEDUCTIBLE Except with respect to Property Damage arising out or the ownership, maintenance or use of an automobile, \$1,500.00 shall be deducted from the total amount of all sums which the Insured shall become legally obligated to pay as damages because of Property Damage sustained by any one or more persons or organizations as a result of any one occurrence, and the Company shall be liable for the difference between such deductible amount and the limit of liability applicable to each occurrence. The Company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of action taken, the Named Insured shall promptly reimburse The Company for such part of the deductible as has been paid by The Company.

3. SEVERABILITY OF INTERESTS

- (a) The word "Insured" is used severally and collectively, but the inclusion of more than one Insured shall not operate to increase the limits of The Company's Hability.
- (b) The personal pronouns used in this policy referring to the Insured shall apply irrespective of number or gender.
- (c) In the event of injury to an employee of one or more Injured, this policy shall cover any Insured not employing the person so injured in the same manner and to the same extent as though separate policies had been issued to each Insured.
- (d) In the event of injury to one or more Insured, for which snother Insured is or may be held liable, this policy shall cover such Insured against whom claim is made or may be made in the same wanner and to the same extent as though separate policies had been issued to each Insured.

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- (e) In the event of damps to preservy ouned by or in the ears, custody or control of, or carried on or in any vehicle in the charge of any one or more Insured, for which another ansured is or may be held Itable, this policy shall cover such Insured against whom claim is made or may be made in the same manner and to the same extent as though separate policies had been issued to each Insured.
- (f) Any act or emission on the part of any Insured under this policy shall not prejudice the interest of any other Insured under this policy.

4. OTHER DEFINITIONS

- (a) Automobile Except where stated to the contrary, the word "Automobile" means a land motor vehicle or trailer as follows:
 - (1) Owned Automobile an automobile owned by the Named Insured;
 - (2) Hired Automobile an automobile used under contract in behalf of, or loaned to, the Named Insured provided such automobile is not owned by or registered in the name of:
 - (a) the Named Insured;
 - (b) an executive officer thereof;
 - (c) an employee or agent of the Named Insured who is granted an operating allowance of any sort for the use of such automobile.
 - (3) Non-Owned Automobile any other automobile.

The following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise:

if of the crawler-type, any tractor, power crane or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of the mix-in transit type; any grader, scraper, roller or farm implement; and, if not subject to motor vehicle registration, any other equipment not specified below, which is designed for use principally off public roads.

The follering described equipment chall be deemed an automobile while total by ac carried on an automobile as above defined solely for jurposes of transportation or while being operated solely for locomotion, but not otherwise:

if of the non-crawler type, any power crane or shovel ditch or trench digger; and cay air-compressing, building or vacuum cleaning, spraying or welding equipment or well-drilling machinery.

- (b) <u>Semi-Trailer</u> The word "trailer" includes semitrailer.
- (c) Private Passenger Auto obile The term "private passenger automobile" weans a private passenger, stationward or jeep type automobile, and also includes any automobile the purposes of use of which are pleasure and business.
- (d) Two or More Automobiles The terms of this policy apply separartely to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability.
- (e) Purposes of Use (Automobile)
 - (1) The term "pleasure and business" is defined as personal, pleasure, family and business use.
 - (2) The term "commercial" is defined as use principally in the business occupation of the Ramed Insured as stated, including occasional use for personal, pleasure, family and other business purposes.
 - (3) Use of an automobile includes the loading and unloading thereof.
- (f) Products Hazard means:
 - (1) the handling or use of or the existence of any condition in or a warranty of goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, if the occurrence takes place after possession of such goods or products has been relinquished to others by the Named Insured or by others

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trading under his name and if such occurrence takes place away from premise, o med,
rented or controlled by the lawed lawared
provided, such goods or produces shall be
deemed to include any centain is thereof,
other than a vaniele, but shall not include
any vending machine or any property, other
than such container, rented to ov located
for use of others but not sold, and

- (2) operations, if the occurrence takes place after such operations have been completed or abandoned and occurs away from premises exmed, rented or controlled by the Named Insured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph:
 - (a) pick-up delivery, except from or on to a railroad car;
 - (b) the maintenance of vehicles owned or used by or in behalf of the Insured;
 - (c) the existence of tools, uninstalled equipment and abandoned or unused materials.

Such insurance as afforded by the policy for the Products Hazard as defined is extended to cover any liability the Hamed Insured may have which arises out of participation in any Joint Venture provided this extension of coverage shall apply only to the Hamed Insured and shall be excess insurance over any other valid and collectible insurance available to the Hamed Insured.

(g) <u>Personal Injury</u> The term "Personal Injury" wherever used herein, shall mean, but not by way of limitation:

Bodily Injury; Mental Injury; Mental Anguish:
Shock, Fright, or any accravation thereof; Sickness; Disease; Disability; Loss of services, care and expense thereof; False Arrest; Vrongful Detention; Wrongful Eviction; False Imprisonment; Wrongful Entry; Malicious Prosecution; Assault and Battery not committed by or at the direction of the Insured unless committed for the purpose

of preventing or eliminating danger or protecting persons or property; Discrimination, except in any jurisdiction where by legislation or court decision, insurance in connection therewish is prohibited or held to violate the law or public policy of such jurisdiction; Libel: Clauder; Decemption of Character; Invasion of Privacy; Eumiliation; Halprestice (which includes ever, mistake or emission) on the part of any physician, nurse, nurse's aide, first aid attendant or similar professional practitioners, while acting within the scope of their duties as such in the employment of the Named Insured; Piracy or Infringement of Copyright, Title or Slogan.

With respect to Piracy or Infringement of Copyright, Title or Slogan, this policy shall not apply to claims against the Insured:

- (a) for failure of performance of contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);
- (b) by advertising agents of the Insured;
- (c) for infringement of trade-mark or trade name by use thereof as the trade-mark or trade name on goods as advertised;
- (d) for incorrect description of any article or commodity;
- (e) for mistake in advertised price.
- (h) Property Damage The form "Property Damage" wherever used herein, shall mean, but not by way of limitation, except as provided herein, injury to, damage to or destruction of property, including loss of use and all other indirect and consequential loss or damage for which legal liability exists or may exist, but such term shall not include liability of the insured (a) arising out of failure to perform or default under any contract or undertaking or (b) which guarantees the performance of any contract or undertaking.
- (i) Occurrence The word "occurrence" shall mean an event, or a continuous or repeated emposure to conditions, which result in Bodily Injury, Personal Injury or Property Damage. All such injuries or damages arising out of exposure to substantially

the same general conditions shall be considered to be one occurrence; but this policy shall not apply to intentional injuries or damages caused by or at the direction of the Insured, unless any such intentional injury or damage be conmitted for the purpose of preventing or climinating danger or protecting persons or property.

- (j) Contract The word "contract" means any agreement, coral or written, entered into by the Named Insured.
- 5. PREMIUM COMPUTATION The Advance Premium stated in the Declarations is estimated only, and is adjustable at the end of each six (0) months of this policy. The Standard Premium shall be computed in accordance with the premium bases and rates applicable to this insurance as follows:
 - (a) As of June 30, the portion of Standard Premium which is adjustable shall be computed and paid to The Company.
 - (b) As of December 31, the total Standard Premium shall be computed, and if the Standard Premium thus computed exceeds the premium already paid, the Named Insured shall pay the excess to The Company; if less, The Company shall return to the Named Insured the difference.
- 6. INSPECTION AND AUDIT The Company shall be permitted to inspect the insured premises, operations, automobiles and elevators and to examine and audit the Insured's books and records at any time during the policy period and any extension thereof and within three (3) years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.
- 7. FINANCIAL RESPONSIBILITY LAWS When this policy is certified as proof of linancial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province such insurance as is afforded by this policy for Bodily Injury or for Property Damage shall comply with the provisions of such law which shall be applicable with respect to any such liability arising out of the ownership, maintenance or use during the policy period of any automobile insured hercunder, to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. The insured agrees to reimburse

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The Company for any payment made by The Commany which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

- 8. MOTICE OF OCCURRENCE When actual knowledge of an occurrence is had by an executive officer or insurance manager or other designated employee of the Named Insured; written notice of the occurrence shall be given by or on behalf of the Mamed Irsured to The Company as goon as practicable. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available vitnesses
- 9. ECTICE OF CLAIM OR SUIT If claim is made or suit in brought against the insured, the Insured shall immediately forward to The Company every demand, notice, summons or other process received by him or his representative.
- shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be necessary at the time of accident.

11. ACTION AGAINST THE COMPANY

- (a) No action shall lie against The Company unless, as a condition precedent thereto, the Induced shall have fully complied with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and The Company.
- (b) Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join The Company as a co-defendant against the Insured to determine the Insured's Liability.

- (c) Bankruptey or insolvency of the Insured or of the Insured's estate shall not relieve The Company of any of its obligations hereunder.
- OTHER INSURANCE If there be any other insurance covering 12. an occurrence or occurrences as described, the insurance under this policy shall be deemed excess insurance over and above, but not contributing with, such other insurance but if the carrier or carriers of such other insurance shall denv liability therefor in its entirety or as to any portion of the insurance granted by such primary coverage, then and in that event The Commany shall be liable under this policy in the same manner and to the same extent as though such other insurance. did not exist, and the Named Insured shall assign to The Company all rights against the carrier or carriers of such other insurance, and execute all papers necessary to secure to The Company such rights or shall in their own name whenever requested by The Company and at The Company's expense, institute any demand or legal proceeding which The Company deems necessary against the carrier or carriers of such other insurance. Failure on the part of the carrier or carriers of such other insurance to pay indemnity, furnish appeal or attachment bonds or guarantee proportions thereof, or to fingualifiedly defend) or failure to furnish any other protection or indemnity contained in such primary policy shall, for the purpose of this insurance, be considered as denial of liability.
- 13. SUBROGATION The Company shall be subrogated to all rights which the Insured may have against any person, co-partnership, corporation, estate, or other entity (except those covered by this policy) to the extent of any payment made by The Company under this policy, and the Insured shall execute all papers required to secure to The Company such rights and the Insured shall do nothing after an occurrence to prejudice such rights; except:
 - (a) that all right of subrogation is waived under this policy against any corporation or corporations, the majority of whose capital stock is owned or controlled by the Named Insured; or against any corporation, firm, or individual who owns or controls the majority of the capital stock of this Named Insured; or if any corporation, firm, or individual is protected from such loss by valid and collectible insurance with another insurance carrier, the right of subrogation is not waived to the extent and up to the amount of such valid and collectible insurance:

this policy is the Insured is for any reason legally unable to subrogate to The Company the right of recovery against persons, co-partnerships, corporations, estates or other entities for any payments made hereunder.

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- 14. CHANGES Notice to any agent or knowledge possessed by any agent or by any other persons shall not effect a waiver or a change in any part of this policy or estop The Company from asserting any right under the terms of this policy; nor shall the terms of this policy be vaived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Secretary or Assistant Secretary of The Company.
- 15. ASSIGNMENT Assignment of interest under this policy shall not bind The Company until its consent is endorsed hereon; if, however, the Named Insured shall die, this policy shall cover:
 - (a) the Named Insured's legal representative as the Named Insured, and
 - (b) subject otherwise to the provisions of Condition 4 (a), any person having proper temporary custody of any owned automobile or hired automobile, as an Insured, until the appointment and qualification of such legal representative; provided that notice of cancellation addressed to the Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

16. CANCELLATION

- (a) This policy may be cancelled by the Nemed Insured by mailing to The Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by The Company by mailing to the Named Insured at the address shown in this policy written notice stating when not less than sixty (60) days thereafter such cancellation shall be effective.
- (b) The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by The Company shall be equivalent to mailing.



RETROSPECTIVE PREMIUM ENDORSEMENT - THREE YEAR - PLAN D

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- (c) the converted lease for each state

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3 Delicition of Terms Used in the Computation of the Retrospective Pr

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- Confidential Business Information

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- (c) If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If The Company cancels, carned premium shall be computed protrata. Fromtum adjustment may be made either at the time cancellation is effective, but payment or tender of uncarned premium is not a condition of cancellation.
- 17. CONFLICT OF POLICY TERMS The purpose of the modifying and supplemental Declarations. Insuring Agreements, Exclusions and Conditions is to extend coverages provided by the terms of the original printed form of the policy to which it is attached. In the event of any conflict in the terms of the modifying and supplemental Declarations, Insuring Agreements, Exclusions and Conditions with the terms of the original printed policy, caverage is to be provided in accordance with the terms most advantageous to the insured.

D. F. /ranking Secretary

Vice Eresident

SUM ENE TO RETROSPECTIVE PREMIUM END STAFFLY THE TERM OF THE PLAN D



It is agreed that the Berenspective Program Endorsement - Three Year ... Plan D. form Liab. 5404D to amended as follows:

- 1. Paragraph 3 of Table 1 is amended to read:
 - 5. The pressum for the general liability and automobile liability mourance alforded under policies designated in panagraph 1 above for incompace in overall of the limits of itability stored below that are by subject to Plan D:

INNERANCE		YTEHRALL TO	INSURANC		LIMITS OF	LIABILITY
Accessorie medite favore Lapbility	25,000	e ich beisen fach mednisales	!		25,000	tach person
General Examins Podth laters	: 25,000 : 25,000 : 00,000	each person each uccurrace augresis products	Concrecions Liability Liability	25,000	terp attmis	
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licares Lisbilio Propenty Damost	100,000	ESTERBUS BEOMETE SETERBUS BEOMETING SETERBUS BEOMETING SETERBUS BEOMETE SETERBUS BEOMETE SE		Property Domase Liability	100,000	ESCH OCCUMP
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The ancusted lovage to be included in computing the premium for the invurance subsect to Plan D shall not include that person of the losses actually paid and the reserves for unpaid losses which is in excess of the lingues of liability streng above, but that part of the incurred losses consisting of premium on bonds, interest accrosing after enter of judgment, allocated loss adjustment expenses and expenses incurred in seeking recovery against a finely part whill not be subject to such limits. The degregate limits of liability stated above appty to parasely to each annual period included in the three year period.

- 2. Subdivision (f) "Combined liability loss limitation", of Provision 3 "Definition of Terms Used in the Computation of the Reprospective Promium" is amended to read:
 - (f) "Combined limbility loss limitation", if stated in Table 1, means the overall limit of incurred losses to be included in computing the retrospective premium for general fiability and automobile liability insurance alforded under any policy designated in Table 3 as subject to Plan D, arising out of any one occurrence.

On account of the foregoing, the additional promium is \$

This extensional shall not be binding upon the company unloss countersigned by a duty authorized representating of the company.

This endersament forms a part of the designated solicy and oppries, unloss atherwise stated norms, as of the effective time and dare of tech posicy.

Policy No. . L1388900.

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Continers al Insurance Company

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BEANCH
COFFICE PRCIFIC Department AGENT OR Frank B. Holl of Hawaii, Inc.
GINERAL AGENT BROKER
HONOLULU, Hawaii
LADDERS

AMENDMENT OF RETROSPECTIVE PREMICH ENDORSEMENT = THREE YEAR = PLAY D = CANCELATION



It is agreed that paragraph 5, "Cancelation", of the Retrospective Promium Indoisement - Three Year - Plan () is amended to lead:

5. Cancelation or Son-Renewal of Policy

.

The cancellation is non-renewal, sense to the end of the three year period, of any policy designated in Table I shall leminate the retrospective rating plan as of the date of such policy cancellation or non-renewal.

In the event of canceleting or concernessed by the named insured, the retrospective premium for the period such poinces shall have been in torce shall be computed in accordance with the provisions of this endorsement, provided:

- (a) The standard meaning shall be computed as the same of (1) the archited standard premium for all completed annual periods and (2) the short rate standard recomme for the period in which cancellation is effective, the minimum retrospective premium shall be the standard problum on comfided.
- th) In computing the maximum retrospective previous, the standard prenouss shall be computed as the sum of the audieted standard prenous to the dute of concentions or insistences) and the extrinated standard premium from the date of cancellation or non-renewal to the end of the titre year period.

In the event of cancelation or non-renewal by the company, the retrospective premium for the period such policies shall have been in torce shall be committed in accordance with the provision, of this codoscencial, provided it such concelation or non-renewal is necessed, in no-passion of premium by the named instruct, the maximum retrospective premium shall be computed in the manner provided by sub-paragraph (b) above.

Neither the named insured nor the company may cancel or that to renew the insurance subject to Plan D replying to a part of the operations of the named insured.

This enders ment shall have be building upon the company,	grans universementersigned by a full authorized representative of
This endersoment sizes a pair of the designal of field time and date of such policy.	is and amilion, unlive intermine stated berein, an of the effective
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THE CONTINGUENTAL	Companys
EFFECTIVE JANUARY 1 1169	12:00 A. L. Z. T.
COUNTERSIGNED AT	ESERTATIVA
DARICH PACIFIC DEPARTMENT	ADERT (FRANK B. HALL OF BANAII, INC
CEMERAL	HONOTHIN HAPATE

AMENDATORY ENDORSEMENT INCURRED LOSSES — RETROSPECTIVE RATING PLAN D



It is served that subparagraph Rd), "Incurred 6 nases", of the Retrospective Premium Endersomme - One Year - Plan D, is amended to read:

Plan D, or, it the retimpactive period is there years, of the Retrospective Premium Endorsement - Three Year - Plan D, is amended to read:

"Incurred I ossgo" means the sum of

- 41) all losers, including medical, actually paid
- (2) reserves for unpaid limites as extimated by the company,
- (3) premiums on honds paid for by the company in accordance with the provisions of the policies,
- (4) interest accruing after entry of 3 pulgment upsings the institled
- (5) allocated long adjustment expenses, and
- (6) expenses incurred in ageling recovery against a third purity

under the insurance subject to Plan D, provided:

- Its as respects the insurance afforded under any workmen's compensation and emologers' liability policy:
 - (a) stem (3) above shall not apply,
 - th) stem (5) above shall apply an respects employers' frability coverage only,
 - fc) stem ist anive shall apply only if recovery is obtained against the third party, and
- this stemm (3), (4), and (5) above shall not apply an respects automobile physical damage insurance.

Policy No. EX-C-100272

POLICY OF INSURANCE

THE CONTINENTAL INSURANCE COMPANY, As stated in Item No. 1 of the declarations, (A Stock Insurance Company) agrees with the insured, named in the declarations made a part hereof, and also named as follows:

DILLINGHAM CORPORATION, ITS SUBSIDIARIES, CONTROLLED AFFILIATES, SPONSORED JOINT VENTURES, AND ANY INTEREST OF DILLINGHAM CORPORATION, ONLY IN NON-SPONSORED JOINT VENTURES, AND ANY INTERESTS NOW OR HEREAFTER CONSTITUTED, OWNED OR CONTROLLED BY DILLINGHAM CORPORATION.

In consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the insuring agreements, limits of liability, definitions, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. COVERAGE

This Policy is to indemnify the Insured in respect of the following (including such expenses as are set out in the definition of ULTIMATE NET LOSS):

- (a) All Protection and Indemnity risks of whatsoever nature including, but not limited to those covered by the underlying Protection and Indemnity Insurance or which are absolutely or conditionally underlying by The United Kingdom Mutual Steam Ship Assurance Association, Limited
- (b) General Average, Collision Liabilities, Salvage, Salvage Charges and Sue and Labor arising from any cause whatsoever and also other marine liabilities which are absolutely or conditionally underwritten by the ocean marine departments of insurance companies or Lloyd's Marine Underwriters.
- (c) All other sums which the Assured shall become legally liable to pay or by contract or agreement become liable to pay in respect of claims made against the Assured for damages of whatsoever nature on account of:

(1) Personal injuries, including death at any time resulting therefrom

(2) Property Damage

(3) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world. Notwithstanding the foregoing this Insurance shall not cover liability arising by reason of insolvency or inadequacy of capital.

2. LIMITS OF LIABILITY - UNDERLYING LIMITS

The Company shall only be liable for the excess of either, with respect to coverage (a), (b), or (c), or any combination thereof:

- (a) The amount(s) of the limit(s) set out in underlying insurances identified in the attached Schedule (with respect to General Average, alvage, Salvage Charges, Sue and Labor expenses the sum(s) of said expenses actually insured under the underlying policies shall be deemed the amount(s) of the limit(s) of said underlying policies), or
- (b) Ultimate Net Loss in respect of each occurrence not covered by said underlying insurance as stated in the declarations Item 4, Liability Retained by the Insured.

(all hereinafter called the "Underlying Limits")

and then only up to a further Ultimate Net Loss in respect of each occurrence, subject to the limit of liability as stated in Item 3. As "Limit in the Aggregate for each Annual Period where Applicable" is the total limit of the Company's Liability for all damages, including damages for care and loss of services and loss of use of tangible property, arising out of any hazard where an aggregate limit may apply in underlying insurances set out in the Schedule of Underlying Insurances attached to this policy.

In the event, the period of the primary and/or underlying policy or policies, including renewals or replacements thereof, with respect to which this policy applies in excess is or may be non-concurrent with the period of this policy, where the aggregate limits of liability under said underlying policies of insurance are reduced or exhausted by reason of losses paid therunder, this policy shall (A) where there is a reduction, pay the excess of the reduced underlying limit of liability; (B) where the underlying limit of liability is exhausted, continue as underlying insurance.

If any loss incurred hereunder is also insured in whole or in part under any excess policy of insurance issued to the insured prior to the inception date hereof the limits of liability of this policy shall be reduced by any amounts due the insured on account of such loss under such prior insurance.

For the purpose of determining the limit of the Company's Liability, all claims made against the insured for damages specified with coverage (a), (b), or (c) arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

The inclusion hereunder of more than one insured shall not operate to increase The Company's Limit of Liability.

3. PREMIUMS

The Premium hereunder, payable as scheduled below, shall be the total amount as stated in the Declarations Item 5. Total Premium.

INSTALLMENT DATE	AMOUNT DUE
May 1, 1979	\$121,750.00
August 1, 1979	\$121,750.00
November 1, 1979	\$121,750.00
February 1, 1980	\$121,750.00
TOTAL PREMIUM	\$487.000.00

DEFINITIONS

1. INSURED

The unqualified word "Insured", wherever used in this Policy, includes not only the Named Insured but also:

- (a) any executive officer, director, stockholder, partner, or employee of the Named Insured, while acating in his capacity as such;
- (b) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this Policy, but only in respect of operations by or on behalf of the Named Insured;
- (c) any additional assured (not being the Named Assured under this policy) included in the Underlying insurances, subject to the provisions in Condition L: but not for broader covereage than is available to such additional Assured under any underlying insurances as set out in attached Schedule:
- (d) with respect to any automobile owned by the Named Insured or hired for use in behalf of the Named Insured or to any aircraft owned by the Named Insured or hired for use in behalf of the Named Insured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured. The Insurance extended by this sub-division (c), with respect to any person or organization other than the Named Insured, shall not apply-
 - to any person or organization, or to any agent or employee thereof operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;
 - 2. to any manufacturer or aircraft, engines, or aviation accessories, or any aviation sales or service or repair

organization or airport or hanger operator or their respective employees or agents, with respect to any occurrence arising out of the operation thereof;

 with respect to any automobile or aircraft, to the owner thereof or any employer of such owner.

2. OCCURRENCE

The term "Occurrence", wherever used herein, shall mean one happening or series of happenings, arising out of or due to one event taking place during the term of this Policy.

3. ULTIMATE NET LOSS

The term "Ultimate Net Loss" shall mean the total sum which the Insured becomes obligated to pay by reason of matters set out in Insuring Agreement 1, including compromise settlements and shall include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding, however, the salaries of the insured's permanent employees and general office overheads and also excluding any part of such expenses for which the insured is covered by other valid and collectible insurance.

4. PERSONAL INJURY

The term "Personal Injury" means bodily injury, sickness, disability, disease or death, shock, mental anguish and mental injury and, except in

connection with advertising activities, false arrest, detention or imprisonment, wrongful eviction or wrongful entry, malicious prosecution, humiliation, libel, slander or defamation of character, invasion of rights of privacy, discrimination (other than unfair trade practices) where insurance in connection therewith is not prohibited or held violative of law or public by legislation, court decision or administrative ruling.

5. PROPERTY DAMAGE

The term "Property Damage" means (1) physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom or (2) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an occurrence during the policy period.

6. ADVERTISING

The term "Advertising" means only such liability as arises out of: .

- (1) Libel, slander or defamation of character,
- (2) Infringement of copyright, title or slogan
- (3) Piracy, unfair competition or idea misappropriation,
- (4) Invasion of rights of privacy,

during the course of advertising activities of the named insured.

7. NAMED INSURED'S PRODUCTS

The term "Named Insured's Products" means goods or products manufactured, sold handled or distributed by the named insured or by others trading under his name, including any container thereof (other than 'a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.

8. PRODUCTS HAZARD

The term "Products Hazard" means bodily injury, sickness; disease or death and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury, sickness, disease or death or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others.

9. COMPLETED OPERATIONS HAZARD

The term "Completed Operations Hazard" includes bodily injury, sickness, disease or death and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury, sickness, disease or death or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the or,
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury, sickness, disease or death or property damage arising out of:

- (1) operations in connection with the transportation of property, unless the bodily injury, sickness, disease or death or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (2) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (3) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations".

10. ANNUAL PERIOD

The term "Annual Period" meas each consecutive period of one year commencing from the inception date of this Policy.

11. AUTOMOBILE

The term "automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailor.

12. AIRCRAFT

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

13. AIRCRAFT PRODUCTS

The term "Aircraft Products" means Aircraft (including missiles or spacecraft and any ground support or control equipment used therewith), Aircraft parts and goods or products installed in or on Aircraft or used in connection with Aircraft, manufactured, sold handled or distributed by the Named Assured or by others trading under the Assured's name. "Aircraft Products includes tooling used in the manufacture of Aircraft products, and also includes ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering and other data, engineering and other advice and services and labor relating to aircraft products.

14. GROUNDING

The term "Grounding" means the withdrawal, at or about the same time, in the interest of safety, of one or more Aircraft from flight operations because of a like condition or suspicion thereof in two or more such Aircraft whether such aircraft so withdrawn are owned or operated by the same or different persons, firms or corporations, A grounding shall be deemed to commence on the date of an accident or Occurrence which discloses such condition, or on the date an Aircraft is first withdrawn from service on account of such condition, whichever first occurs.

EXCLUSIONS

THIS POLICY SHALL NOT APPLY:

1. To any claims, suits, costs or expenses arising out of the Pacific Norse

Shipping Limited (Pac Norse) operations.

- 2. (a) to indemnify an insued whose dishonesty or fraud, committed individually or in collusion with others, caused the loss for which that insured seeks indemnity; nor
 - (b) to indemnify any Insured against claims based upon any intentional noncompliance with any statute or regulation unless such claim(s) be for damages occasioned by actual or alleged bodily injury (fatal or otherwise) or physical loss of, damage to and/or loss of use of tangible property; nor
 - (c) to indemnify any insured in respect of any Criminal fines or Criminal penalties incurred through the Criminal act of that Insured.
- 3. With respect to advertising activities to claims against the Insured:
 - (a) for failure of performance of contract, but this shall not relate to claims for unauthorized apporpriation of ideas based upon alleged breach of an implied contract:
 - (b) by advertising agents of the Insured;
 - (c) for infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
 - (d) for incorrect description of any article or commodity;
 - (e) for mistake in advertised price.
- 4. To any claim(s) made by any National, State or Local Government sub-divisions or agencies thereof, unless such claim(s) be for damages occasioned by actual or alleged personal and/or bodily injury (fatal or otherwise), physical loss of, damage to and/or loss of use of, tangible property.

- 5. To any claim(s) or suit(s) alleging violation of the anti-trust laws, unfair competition or other acts allegedly in restraint of trade.
- 6. To any stockholder's derivative action(s).
- 7. To claims for non-payment or delay in payment of charter hire;
 non-payment or delay in payment of loans, mortgages, promissory notes,
 checks, drafts or other evidences of debt.
- 8. To claims for infringement of patent(s); unauthorized use of trademark(s) or trade-mark(s); misappropriation of designs(s), drawings(s), process(es) or procedure(s) or to claims based on misappropriation of minerals or non-payment of mineral royalties.
- 9. (a) To loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property or under the order of any government or public or local authority.
 - (b) Nevertheless, this exclusion shall not apply except as provided in (c) below, to liabilities:
 - (1) Arising in connection with vessels owned, chartered, hired or otherwise used by the insured.
 - (II) Arising out of property of any kind in transit by land, water or air during such periods as would be covered for full War risks under an insurance covering physical loss of or damage to cargo subject to the institute War Clauses relevant to the particular form of transit.

- (III) Arising out of any waterborne operations.
- (IV) To seamen or under Workmen's Compensation Statutes.
- (V) For death of or bodily injury to persons of any kind.
- (c) Notwithstanding the provisions of (b) above, the clause set out in
 - (a) above shall apply to the liabilities set out in (b) above:
 - (1) unless sooner applied under the provisions of (11) and (111), automatically upon and simultaneously with the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United States of America, United Kingdom (or any other member of the British Commonwealth), France, the Union of Soviet Socialist Republics, the People's Republic of China.

such notice affect or postpone the operation of the provisions of (!) or (!!!) Written or telegraphic notice sent to the Insured at his (its) last known address shall constitute a complete notice and such notice mailed or telegraphed to the said Insured, care of the broker who negotiated this insurance, shall have the same effect as if sent to the said Insured direct. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of the operation of the clause set out in (a) above shall be 14 days from midnight of the day on which such notice was mailed or telegraphed as aforesaid. The Company agree, however, that the clause

set out in (a) above shall not apply subject to agreement between the Company and the Insured prior to the aforesaid effective date and hour as to an additional premium and/or new conditions and/or warranties.

- (II) unless sooner terminated under the provisions of (1) or (II), automatically in respect of an insured vessel if and when such vessel is requisitioned either for title or use, by the Government of the United States or of the country in which the vessel is owned or registered or of the country in which any such right of requisition is vested.
- If, subsequent to the agreement of an additional premium is provided by paragraph (II) above, either the Insured or the Company again elect to exercise the option provided therein or paragraphs (I) or (III) become operative, pro rata net return of the additional premium paid shall be refunded to the insured. Such return premium will be paid on demand or as soon thereafter as practicable to do so.
- 10. To Liability or Expenses under the Employers Retirement Income Security Act (ERISA).
- 11. To Liability from ownership, use or operation of drilling rigs, drilling barges, drilling tenders, platforms, flow lines, gathering stations and/or pipe lines, but this exclusion shall not apply to craft serving the foregoing such as crew, supply, or utility boats, tenders or tugs;
- 12. To claim(s) made because of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, color, national origin, age and/or sex;

- 13. Arising out of the conduct of any partnership or joint venture of which Assured is a partner or member and which is not shown in this policy as a named Assured. When such a joint venture or partnership of which the Assured is a partner or member is named in this policy as a named Assured, this policy will respond, subject to all terms and conditions, for an amount not exceeding the Assured's participation in such partnership or joint venture;
- 14. To any obligation for which the insured or any carrier as his insurer may be held liable under any workman's compensation, unemployment compensation or disability benefits law, or under any similar law provided, however, that this exclusion does not apply to liability of others assumed by the named insured under contracts;
- 15. To injury to or destruction of:
 - (a) property owned by the insured,
 - (b) any goods, products or containers therof manufactured, sold handled or distributed or work completed by or for the insured out of which the occurrence arises, or
 - (c) real property rented to, occupied or used by or in the care, custody or control of the insured to the extend the insured is required by contract to provide insurance therefor
 - (d) to loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - (1) a delay in or lack of performance by or on behalf of the insured of any contract of agreement, or
 - (2) the failure of the insured's products or work performed by or on behalf of the insured to meet the level of performance, quality, fitness or durability warranted or represented by the insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the insured's products or work performed by or on behalf of the insured after such products or work have been put to use by any person or organization other than an insured;

- 16. To damages claimed for the withdrawal, inspection repair, replacement, or loss of use or the insured's products or work completed by or for the insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- 17. To injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability, or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (I) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (II) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America; or any agency thereof, with any person or organization, or

:.

- (c) resulting from the hazardous properties of nuclear material, if (I) the nuclear material is at any nuclear facility owned by, or operated by or on behalf or, an insured or has been discharged or dispersed therefrom; (II) the nuclear material is contained in spent fuel or waste at any time possessed; handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or (III) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of service, materials, parts or equipment in connection with the planning, construction, maintenance operation or use of any nuclear facility, but if such facility is located withing the United States of America, its territories or possesions or Canda, this exclusion (III) applies only to injury to or destruction of property at such nuclear facility.
- 18. Notwithstanding anything to the contrary contained in this policy, no liability attached to the company for any loss, damage, cost liability, expense, fine or penalty, of any kind or nature whatsoever, whether statutory or otherwise, imposed upon the insured, arising directly or indirectly in consequence of, or in respect to, the actual or potential release, escape, dispersal, discharge, emission, spillage or leadage of oil, fuel cargo, petroleum products, chemicals or other substances of any kind or nature whatsoever, but this exclusion shall not apply if such release, escape, discharge, spillage, or leakage arises from a sudden and accidental proximate cause. It is further understood and agreed that any coverage provided by this endorsement does not apply to fines, penalties, punitive or exemplary damages resulting from any cause.

Coverage, if any, provided by this policy will:

- A. Apply only if such coverage is also provided in the underlying insurance(s) identified in the schedule attached, nor apply in excess of the self insured retention described in clause 2.(b) of the printed form of policy attached hereto.
- 19. To any claim for personal injury or property damage arising out of Aircraft Products and/or all sums which any assured shall become legally obligated to pay as damages resulting in or from grounding of any aircraft;
- 20. Except insofar as insurance is available to the insured in underlying insurance listed in the underlying insurance schedule, with respect to Liability of the Insured for or arising out of:
 - (a) Products Hazards;
 - (b) Completed Operations Hazards;
 - (c) Contractual Liability;
 - (d) To property owned or occupied by or rented to or used by or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
 - (e) To the ownership, maintenance, operation, use loading or unloading of any aircraft owned, operated by, rented to, or loaned to any insured or operated by any person in the course of his employment by an insured;
 - (f) The failure of the Assured's products or work completed by or for
 - the Assured to perform the function or serve the purpose intended
 - by the Assured, only if such failure is due to a mistake or deficiency

in any design, formula, plan, specifications, advertising material, printed instructions prepared or developed, incidental malpractice, error omission, by any assured except with respect to bodily injury or property damage or bodily injury is insured in an underlying policy scheduled hereon;

Coverage under this policy shall not be broader than is available to the insured under any Underlying Insurance set out in the attached schedule; and in the event said Underlying Coverage is amended during the term of this policy, same shall be promptly reported to this company and additional premium shall be payable as may required by this company.

CONDITIONS

A. GEOGRAPHICAL LIMITS

This Policy covers the operations of the insured anywhere in the World.

B. CROSS LIABILITY

In the event of one of the Insureds incurring liability to any other of the Insureds, this Policy shall cover the Insured against whom claim is or may be made in the same manner as if separate Policies had been issued to each Insured. Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement 2.

C. NOTICE OF OCCURRENCE

whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involved injuries or damages which in the event that the Insured should be held liable, is likely to involve this Policy, notice shall be sent to the Company

as soon as practicable, provided, however, that failure to notify the Company of any occurrence which at the time of its happenings did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

D. ASSISTANCE AND CO-OPERATION

The Company shall not be called upon to assume charge of the settlement or defence of any claim made or suit brought or proceeding instituted against the Insured, but the ompany shall have the right and shall be given the opportunity to associate with the Insured or the Insured's Underlying Insurers, or both, in the defence and control of any claim,

E. APPEALS

In the event the Insured or the insured's Underlying Insurers elect not to appeal a judgment in excess of the Underlying Limit, the Company may elect to make such appeal at their cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the Company for Ultimate Net Loss exceed the amount set forth in Insuring Agreement 2 for any one occurrence and in addition the cost and expense of such appeal and, plus the taxable costs and disbursements and interest incidental thereto.

F. BANKRUPTCY OR INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Company shall not be releived thereby of the payment of any claim hereunder because of such bankruptcy or insolvency.

GL OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the insured covering a loss also covered by the Policy, other than

Insurance that is in excess of the Insurance afforded by this Policy, the Insurance afforded by this Policy shall be in excess of and shall not contribute with such other Insurance, either as double Insurance or otherwise. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other Insurance.

H. SUBROGATION

IN THE EVENT OF ANY PAYMENT UNDER THIS POLICY, THE COMPANY SHALL BE SUBROGATED TO ALL OF THE INSURED'S RIGHTS OR RECOVERY THEREFORE AGAINST ANY PERSON OR ORGANIZATION AND THE INSURED SHALL EXECUTE AND ALL NECESSARY INSTRUMENTS AND PAPERS, PROVIDED, NOTWITHSTANDING ANYTHING CONTAINED THIS CONDITION, THE COMPANY AGREES TO WAIVE ALL RIGHTS AGAINST ANY PARTY INCLUDED AS AN INSURED HEREUNDER OR RELEASED AGREEMENT BY AND INSURANCE SHALL NOT BE PREJUDICED IF THE INSURED BE UNABLE, BY REASON OF ANY SUCH AGREEMENT PRIOR TO LOSS TO SUBROGATE TO THE COMPANY THE RIGHTS OF RECOVERY AGAINST ANY PARTY.

In as much as this Policy is "Excess Coverage", the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests which may be so recovered shall follow the principle that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company are then to be reimbursed out of any balance the remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of

whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

I. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Company until their consent is endorsed hereon.

J. CURRENCY

The premiums and losses under this Policy are payable in United States Currency.

K. CONFLICTING STATUTES

In the event that any provision of this Policy is unenforceable by the Insured under the laws of any State or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this Policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

L. ADDITIONAL INSUREDS

In the event of additional insureds being added to the coverage under the underlying insurance during the term of this policy prompt notice shall be given to the company and additional premium shall be payable hereunder, if required.

Mr. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE

As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Assured, this Policy is subject to the same warranties, terms and conditions (except as regards the premium, the

amounts and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurance prior to the happening of an occurrence for which claim is made hereunder.

N. INSPECTION AND AUDIT

The company shall be permitted but not obligated to inspect the insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report theron shall consititute and undertaking, on behalf of or for the beneift of the insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

O. SPECIAL CONDITIONS APPLICABLE TO AGGREGATE LIMITS

- I. Upon notice that any aggregate limit of liability under any underlying insurance has been exhausted, the insured shall immediately make all reasonable efforts to reinstate such limit. The insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of liability under any underlying insurance, and of the termination of any coverage or exhaustion of any aggregate limit of underlying insurer's policy.
- 2. In the event of a reduction or exhaustion of an aggregate limit of liability provided by this policy by reason of losses paid hereunder, in consideration of an additional premium to be determined, the company shall reinstate such reduced or exhausted limit of liability

with the scheduled underlying insurances. The amount of any reinstatement shall not exceed the limit as specified in Item 3. Limit of liability, limit in the aggregate for each annual period where applicable, on the Declarations page of this policy.

P. LOSS PAYABLE - ACTION AGAINST COMPANY

No action shall lie against the company with respect to any one occurrence unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay an amount of ultimate net loss in excess of the underlying or retained limit shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a party to any action against the insured to determine the insured's liability.

Q. AUTOMATIC ACQUISITION CLAUSE

1. In the event, the insured acquires any new entity or interest in entity or purchases any additional interest within the Corporation, this policy shall automatically hold such acquisitions covered provided prompt notice is given to this Company and additional premium shall be payable, if any required.

2. IT IS HEREBY UNDERSTOOD AND AGREED THIS POLICY SHALL AUTOMATICALLY APPLY TO VESSEL(S) OR CRAFT(S) WHICH THE NAMED INSURED MAY ACQUIRE THROUGH PURCHASE OR BAREBOAT CHARTER PROVIDED SUCH ACQUISITIONS ARE REPORTED TO THE COMPANY WITHIN THE SAME TIME PERIOD AS MAY BE REQUIRED BY THE PROVISIONS OF THE APPLICABLE PRIMARY POLICY(S) IDENTIFIED IN THE ATTACHED SCHEDULE OR WITHIN THIRTY (30) DAYS OF SUCH ACQUISITION, WHICHEVER SHALL BE LESS, AND ADDITIONAL PREMIUM SHALL BE PAYABLE HEREUNDER AS MAY BE REQUIRED BY THE COMPANY. FURTHER UNDERSTOOD AND AGREED THE UNDERLYING INSURANCE(S) APPLICABLE TO SUCH ACQUISITIONS SHALL BE \$1,000,000. OR THE HULL VALUE, WHICHEVER SHALL BE GREATER.

R. CANCELLATION

This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than 90 days thereafter such cancellation shall be effective. The mailing notice as foresaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation becomes effective, but payment or tender of unearned premium is not a condition of

cancellation.

S. MAINTENANCE OF UNDERLYING INSURANCE

- (a) It is a condition of this Policy that the Policy or Policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the currency of this Policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences, occurring during the period of this Policy.
- (b) Inadvertent failure of the insured to comply with (a) above or inadvertent failure to notify the Company of any changes in the Underlying insurances shall not prejudice the insured's rights of recovery under this same extent as they would have been had the insured complied with the said condition.
- (c) In the event of any underlying War Risks Insurance being cancelled such cancellation shall simultaneously cancel any applicable excess coverage insured herein.

If the names insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed at pro rata. Premium adjustment may be made either at the time cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

SUPLICATE.

The Continental Insurance Company Hew York, M. Y.

A Stock Company Policy No. L 443 22 80 :

Comprehensive General - Automobile Lisbility Policy

DECLARATIONS

ITD: L. Named Insured:

DILLINGUM CORPORATION, A Revails Corporation, so it now exists or as it may exist bereafter and any allied or subsidiary interest as defined in Insuring Agreement III of the policy.

Address:

7. 0. 3ox 3468, Monolulu, Mavaii 96001

ITD# 1. Policy Period:

From: May 1, 1974 . To: May 1, 1975

Sorth dates at 12:01 A.M. Standard Time

IIEI 3.

Coverence Combined Single Lints of Liability

\$500,000 per occurrence, subject to an aggregate limit of \$5,000,000 per

policy year for those coverages to which an eggregate limit applies.

Counterstaned by

Personal Injury

Liability and

Property Dames

Liability

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attached

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. III. Definition of Nat Insured and Insured

The words "Memod Insured" wherever used in this policy shall man the entity seemd in Item 1 of the Declarations; any entity financially ewned or controlled thereby; and all other entities for which any of the foregoing may be responsible.

The unqualified word "Insured" means the Hemed Insured and also:

- (a) except with respect to the ownership, unintensace or use, including leading or unloading, of automobiles while away from premises owned by, rented to or controlled by the Kaued Insured (including ways immediately edjoining):
 - (1) any director, stockholder, executive officer or other employee of the Named Insured while acting within the scope of his duties as such and any person or organization while acting as real estate manager for the Named Insured provided that no amployee of the Named Insured shall be insured with respect to:
 - Fersonal Injury to another amployee of the Named Insured arising out of and in the course of his employment;

:

- (ii) Property Danage to property owned, occupied or used by, rented to, in the care, nustody or control of, or over which physical control is being .

 exercised by, another employee of the Hamed Insured or the Named Insured.
- (2) any individual, firm, co-partnership, corporation, political subdivision, commission, board or agency thereof including the officers and acobers of such political subdivision, commission, board or agency or any other entiry for whom the Named Insured has contracted or during the currency of this policy may contract to procure liability insurance but only to the extent and in the amount for which the Named Insured has contracted to procure such Insurance, and in no event to exceed the limit of liability set forth in this policy.
- (3) If the Named Insured is a partnership or joint wenture, any partner or wember thereof but only with respect to his liability as such.
- (b) with respect to any automobile owned by the Named Insured or hired for use by or on behalf of the Named Insured, any person while using such automobile and any person or organization legally responsible for the use thereof; provided its actual use is with the permission of the Named Insured, or provided the other person's actual operation or (if the other person is not operating) the other person's other actual use thereof is within the Stope of such permission; and any employee of the Named Insured with respect to the use of a non-owned automobile in the business of the Named Insured. This insurance, with respect

The Continental Insurance Companies # 1

CIC 699

to any per u or organization other than g Hamed Insured, does not apply:

- (1) to any person or organization while employed or otherwise engaged in duties in connection with the operation of an automobile sales agency, repair shop, pervice station, storage garage or public parking place in which the Hawed Insured does not have a proprietary interest, with respect to any occurrence arising out of the operation thereof;
- (2) with respect to any son-owned automobile, to any employee if such automobile is owned by him or a number of the same bousehold:
- (3) to any employee with respect to injury to or sickness, disease or death of another employee of the same employer injured in the course of such employment in an occurrence arising out of the maintenance or use of an automobile in the business of such employer;
- (c) employees of the Hamed Insured for non-business activities of such employees for such insurance as is otherwise provided by the policy for professional emipractice, provided the Insured shall give prior notice in writing to The Company of the Insured's intent to provide such coverage (or in the case of aswly-hired employees, shall notify The Company within thirty days of their employment);
- (d) corporare everytimes of the Insured acting in relumnor expectities with outside organizations provided that these activities are conducted with the support and/or encouragement of the Named Insured, but this insurance is excess over any other valid and collectible insurance which may apply.

IV. folicy Period. Territory

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This policy applies only to occurrences which occur during the policy period within the United States of America, its territories or possessions, or Canada, and to occurrences occurring alsowhere, provided that with respect to such occurrence occurring elsewhere the policy applies only if:

- (a) claim based thereon is initially mode within the United States of America, or
- (b) suit against the Insured alleging Personal Injury or Property Damage and scoking damages on account thereof, is originally brought within the United States of America; provided further that The Company shall have no obligation to defend any suit against the Insured (or pay any judgment obtained thereby) brought in the United States of America which seeks to enforce. collect or execute or is in any very connected with a judgment obtained in a foreign jurisdiction.

The Continental Insurance Companies F.

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✓ EXCLUSIONS

This policy does not apply:

- (a) to any obligations for which the Insured or any carrier as his insurer may be held liable under any Cortmen's Compensation, Uncomployment Compensation or Disability Senefits Law or under any similar law;
- (b) to bedily injury, sickness, discuss or death of any employee of the Insured arising out of and in the course of his employeent by the Insured, except that this exclusion shall not apply to any employee of the Insured who is reported and declired under any Worksen's Compensation Law of any emmopolistic state fund for bedily injury, sickness, discuss or death in the course of his employeent if it is determined such employee is not entitled to receive or elects not to accept the benefits provided by such law, but this exception shall not apply to:
 - (1) any person knowingly employed by the Insured in violation of the law;
 - (2) any premium, assessment, penalty, fire or other obligation imposed by any Workman's Compensation Law;
 - (3) a domestic employee whose injury arises out of an aucomobile covered by this policy and for whose injury benefits in whole or in part are not payable or required to be provided under any "Corkman's Companyation Law;
 - (4) any liability for which the Insured is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment or any other failure to comply with the provisions of the designated Workmen's Compensation Law; or
 - (5) liability assumed by the Insured under any contract or agreement, whether or not contract as defined in this soliny:
 - (6) liability of others assumed by the Insured under any contract.

(c) to Property Damice to:

- (1) property eward by the Insured;
- (2) property carried on or upon any automobile or other vehicle in charge of the Insured;
- (3) property in the care, custody or control of the Insured for repair or sale;
- (6) that particular part of any property upon which the Insured is or has been working caused by the faulty manner in which the work has been performed.

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- (d) to liab: Ty assumed by the Insured und: Iny contract for Property Damage to property owned, rented, leased, used by or in the care, custody or control of the Insured unless such liability would have been covered in the absence of such contract, lease or agreement;
- (a) to claims made against the Insured:
 - (1) for repairing or replacing any defective goods or products manufactured, sold, handled or distributed by the Insured or any defective part or parts thereof, nor for cost of such repair or replacement;
 - (2) for the loss of use of any such defective goods or products or part or parts theraof.
- (f) to Personal Injury or Property Damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to the:
 - (1) liability assumed by the Insured under any contract:
 - (2) expenses for medical or surgical relief as provided for in Insuring Agreement II (4).
- (g) to Personal Injury or Property Damage arising out of ownership, maintenance, operation or use of vacetraft by Oshu Railway & Terminal Varchouse Co., Ltd., Hawaiian Tug & Bargs. Ltd., Young Brothers. Ltd., Poss Launch & Tug Campany. or Pacific Tombers & Salvage Company. If the occurrence takes place away from premises owned by, cented to or controlled by said Hamed Insureds:

But this exclusion shall not apply to Personal Injury or Property Danage resulting from operations performed for said Nazad Insureds by Independent contractors not to Personal Injury or Property Danage resulting from the leading or unleading of watercraft by land-based equipment.

- (h) to the ownership, exintanence, operation, use, loading or unloading of an aircraft owned or chartered bathout crew by or on benalf of the Named Insured: but this exclusion shall not apply to:
 - (1) liability arising out of operations performed by independent contractors;
 - (2) liability assumed by the Insured under any contract.
- (1) to claims made against the Insured for improper or insdequate perferosace of a product of the Insured, except where such claims are for Personal Injury or Property Damage resulting from such improper or ins equate perferosace; nothing herein contained shall be construed to exclude claims made against the Insured for improper or inadequate design or epecification:
- (j) to Socily Injury or Property Camage arising out of the discharge.

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disperial, release or escape of nauke, appress soot, funes, acids, alkalis, toxic cheaseals, liquids or gases, waste saterials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water-course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(k) If with respect to operations described below there is a discharge, dispersal, raisess or escape of oil or other petroleum substance or derivative (including any oil rafuse or oil mixed with vastes) into or upon any water-course or body of water, to Sodily Injury or Property Damage arising out of such discharge, dispersal, release or escape whether or not sudden and accidental.

DESCRIPTION OF OPERATIONS

Gas lease operators - estural gas Gasoline recovery - from casing head or matural gas Non-operating working interests Oil or gas vells - shooting Oil or gas wells - acidizing Oil or gas wells - cementing Oil or gas wells - cleaning or swabbing - by contractors Oil or gas wells - drilling or radrilling, installation or recovery of casing Oil or gas wells - instrument logging or survey work in wells Oil or gas wells - perforating of casing Oil lease operators Oil pipe lines - operation, including maintenance Oil rig or derrich erecting or dismantling - wood or accal including construction of foundations or structures or installation of equipment

CONTITIONS

1.LDRING OF LLABILITY Regardless of the number of:

- (a) Insureds under this policy:
- (b) Persons or erganizations who sustain Personal Injury or Property Danage; or
- (c) Claims made or suits brought on account of Personal Injur; or Property Damage, the liability of The Company is limited as follows:
 - (1) the limit of liability stated in Item 3 of the Declarations as applicable to each occurrence is the total limit of The Company's liability for all damages as a result of any one occurrence: provided that (a) all Personal Injury or Property Damage srising out of one lot of goods or products prepared or acquired by the Homed Insured or by another trading under his name shall be considered as arising out of one occurrence, and (b) with respect to any occurrence arising out of the ownership, maintenance, operation or use of any automobile for which notice of this policy is given

The Continental Insurance Companies

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in little of security or when this policy is cartified as proof of financial responsibility for the future under the provisions of the Motor Vehicle Financial Responsibility Law of any State or province, such limit of liability shall be applied to provide the separate limits required by such law for Sodily Injury and Property Damage to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of The Company's liability:

- (2) subject to the above provision (1) respecting each occurrence, the total liability of the Company for all damages because of all Terzonai Injury and Property Damage which occurs during each annual period while this policy is in force commencing from its effective date, and included within the Products (including Completed Operations) Hazard shall not exceed the liast of liability stated in Item) of the Declarations as aggregate;
- (3) subject to the above provision (1) respecting each occurrence, except with respect to Property Damage arising out of the ownership, maintenance, or use of automobiles, the total liability of The Company for all damages because of all Property Damage to which this policy applies which occurr during each annual period while this policy is in force commencing from its effective date and included within any of the subparagraphs below shall not encode the limit of liability stated in Item 3 of the Declarations as aggregate:
 - (a) Property Damage serising out of operations performed by the Named Insured other than Property Damage for which liability is assumed under any contract;
 - (b) Property Dimage arising out of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured if such Property Damage occurs during the course of such operations, other than Property Damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured, structural alterations at such processes which do not involve changing the size of or would buildings or other structures or Property Damage for which liability is assumed under any contract;
 - (e) Liability assumed by the Insured under any contract with respect to Property Damage described in subparagraphs (a) and (b) above.

Such aggregate limits shall apply separately to subparagraphs (a), (b) and (c) above, and separately with respect to each project away from premises owned by or rented to the Named Insured.

The Continental Insurance Companies

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2. PROPERTY DAIMOR : GETTELE

Except with respect to Property Damage arising out of the ownership, maintenance or use of an automotile, \$1,500.00 shall be deducted from the total amount of all sums which the insured thall become legally colligated to pay as damages because of Property Damage sustained by any one or more pattons or organizations as a result of any one occurrence, and The Company shall be liable for the difference between such deductible amount and the limit of liability applicable to each occurrence. The Company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon motification of action taken, the bland Insured shall promptly reimburse The Company for such part of the deductible as has been paid by The Company.

3. SEVERABILITY OF INTERESTS

- (a) The word "Insured" is used severally and not collectively. The insurance afforded applies separately to each Insured against whos claim is made or suit is brought.
- (b) The personal pronouns used in this policy referring to the insured shall apply irrespective of number or gender.
- (c) In the event of injury to an employee of one or more insureds, this policy shall cover any insured not employing the person so injured in the same manner and to the same extent as though separate policies had been issued to each insured.
- (d) In the event of injury to one or more Insureds, for which another lineared in or may be held liable, this policy shall ower each lassed against whose claim is made or may be made in the same annor and to the same extent as though separate policies had been issued to each lassered.
- (e) In the event of damage to property owned by or in the care, custody or control of, or carried on or in any vehicle in the charge of any one or more Insureds, for which another Insured to or may be held liable this policy shall cover each Insured against whom claim is tade or may be made in the same annuous and to the same extent as though separate policies had been issued to each Insured.
- (f) Any act or outsion on the part of the Insured under this policy shall not prejudice the interest of any other Insured under this policy.

4. OTHER DEFINITIONS

- (a) Automobile Except where stated to the contrary, the word "Automobile" means a land empty wehicle or tratter as follows:
 - (1) Owned Automobile an automobile owned by the Named Insured;
 - (2) Bired Automobile an automobile used under contract in behalf of, or loaned to, the Named Insured provided such automobile is not owned by or registered in the name of:
 - (a) the Kneed Insured:

The Continental Insurance Companies

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- (b) an (:ucive officer chercof;
- (c) an employee or agent of the Kamed Insured who is granted an eperating allowance of any sort for the use of such automorals.
- (3) Wan-Owned Automobile any other automobile.

The following described equipment shall be deemed an automobile while towed by or cirried on an automobile not so described, but not otherwise:

if of the cravier-type, any iterior, power crass or shovel, dirch or trench digger; any farm-type tractor, any concrete miner other than of the mix-in transit type; any grader, scraper, roller or farm implement; and, if not subject to excer vehicle registration, any other equipment not specified below, which is designed for use principally off public roads.

The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for surposes of transportation or while being operated solely for locomotion, but not otherwise:

if of the crimier-type, any power crans or shovel ditch or tranch digger; and sky air-compressing, building or vacuum cleaning, spraying or welding equipment or well-drilling machinery.

- (b) Semi-Trailer The word "trailer" includes semi-trailer.
- (c) Private Persenter Automobile The term "private passenger automobile" means a private passenger, station wagen or jeep type automobile, and also includes any automobile the purpose of use of which are pleasure and business.
- (d) Two or More Automobiles The terms of this policy apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability.
- (e) <u>Purposes of fise</u> (Automobile)
 - (1) The term "pleasure and business" is defined as personal, pleasure, family and business use.
 - (2) The term "commercial" is defined as use principally in the business eccupation of the Named Insures as sented, including occasional use for personal, pleasure, family and other business purposes.
 - (3) Use of an automobile includes the loading and unloading thereof.
- (f) Products Bazard means:
 - (1) the handling or use of or the existence of any condition in or

The Confidental Insurance Companies

warri. ; of goods or products annulable, ed. sold, handled or distributed by the Ramed Insured or by others trading under his name, if the occurrence takes place after possession of such goods or products has been reliaquished to others by the Mando Insured of by others trading under his name and even if such occurrence takes place away from premises owned, rented or controlled by the Ramed Insured provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or lected for use of others but not sold, and

- (2) operations, if the occurrence takes place after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Harco Insured; provided operations shall not be deemed incomplete because improperly or defectively perfurmed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the manning of this paragraph:
 - (a) pick-up and delivery, except from or on to a ratifold car:
 - (b) the maintenance of vehicles owned or used by or in behalf of the Insured;
 - (c) the existence of cools, uninstalled equipment and abandoned or unused octavials.

Such laborance as afforced by the policy for the Products Manard as defined is extended to cover any liability by the Mand Insured may have which armses out of participation in any Joint Venture provided this extension of coverage shall apply only to the Named Insured and shall be excess insurance over any other valid and collectible insurance available to the Mand Insured.

(g) <u>Personal Injury</u> - The term "Personal Injury" wherever used herein, shall mean, but mor by way of limitation:

Bedily Injury: Mental Injury: Mental Anguish: Shock, Fright, or say aggravation thereof; Sickness: Disease: Dinability: Loss of services, care and expense thereof; False Arrest: Vronpful Detention; Wrongful Eviction: False Imprisonment: Wrongful Entry: Maliciaus Prosecution; Assault and Cattery Bot committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger or proceeding persons or property; Discrimination, except in any jurisdiction where by legislation or court decision, insurance in connection therewith is prohibited or held to violate the law or public policy of such jurisdiction; Libel, Slander; Defamation of Character; Invasion of Privacy; Mumiliation; Malpractice (which includes error, mintake or emission) on the part of any physician, nurse, nurse's aide, first and extendent or similar professional practitioners, while acting within the scope of their duties as such in the employment of the Massed Insured; Piracy or Infringement of Copyright, Title or Slopan, A

The Continental Insurance Companies

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With respect to firsey or infringement of Copyright, Title or Slogan, this policy shall not apply to claims against the facured:

- (a) for failure of performance of contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);
- (b) by advertising agents of the Insured;
- (c) for infringement of trade mark or trade name by use thereof as the trade mark or trade name on goods as advertised;
- (d) for incorrect description of any article or commodity;
- (a) for mistake in advertised price.
- (h) Property Dawage The term "Property Dawage" wherever used herein, shall mean, but not by vay of limitation, except as provided herein, injury to, damage to or destruction of property, including loss of use and all other indirect and consequential loss of damage for which legal limitity exists or may exist, but such term shall not include limitity of the Insured ..., (a) arising out of failure to perform or default underlying, contract or undertaking or (b) unith guarantees the performance of any contract or undertaking.
- (1) Occurrence The word "occurrence" shall mean an event, or a continuous or reposted exposure to conditions, which result in fersonal Injury or Property Damage. All such injuries or damages arising out of exposure to substantially the same general conditions shall be considered to be one occurrence; but this policy shall not apply to intentional injuries or damages caused by or at the direction of the Insured, unless any such intentional injury or damage be committed for the purpose of proventing or eliminating danger or protecting persons or property.
- (1) Contract The word "contract" means any agreement, oral or written, entered into by the Massad Insured.

S. PREMIUM COMPUTATION

The premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium at the end of the policy period. At the close of each period designated in the Declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the Hamed Insured, shall become due and psyable. If the total carned premium for the policy period is less than the premium previously paid, The Company shall return to the Hamed Insured the unearned portion paid by the Hamed Insured.

6. INSPECTION AND AUDIT

The Company shall be permitted to inspect the insured premises, operations, automobiles and elevators and to examine and audit the Insured's books

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and records at . . time during the policy period and any extension thereof and within three (3) years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

7. FINANCIAL RESPENSIBILITY LAWS

Then this policy is certified as proof of financial responsibility for the future under the provisions of the Hotor Vehicle Rinancial Responsibility Law of any State or province such insurance as is afforded by this policy for Sodily Injury or Property Damage shall camply with the provisions of such law which shall be applicable with respect to any such liability artising out of the awaership, maintenance or use during the policy period of any successful insured hereunder, to the extent of the coverages and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. The Insured agrees to reimburse The Company for any payment made by The Company which it would not have been obligated to make under the terms of this policy uscape for the agreement contained in this paragraph.

8. NOTICE OF OCCURRENCE

When actual knowledge of an occurrence is had by an executive officer or insurance manager or other designated employee of the Maxed Insured, written notice of the occurrence shall be given by or on behalf of the Named Insured to The Company as soon as practicable. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainsole information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.

9. HOTICE OF CLAIM OR SUIT

If a claim is made or a suit is brought against the Insured, the Insured shall immediately forward to The Company every demand, notice, sumsons or other process received by him or his representative.

10. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall cooperate with The Company and, upon The Company's request, shall attend huarings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such ammediate medical and surgical relief to others as shall be necessary at the time of the accident.

11. ACTION AGAINST THE COMPANY

(a) He action shall lie against The Company unless, as condition precedent thereto, the Insured shall have fully complied with all of the terms of this policy, por until the amount of the Insured's obligation to pay shall have been finally decermined either by judgment against the Insured after actual trial or written agreement of the Insured, the claimant and The Company.

The Continental Insurance Companies

- (b) Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recever under this policy to the extert of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the Commany as a co-defendant squinst the Insured to determine the Insured's limitity.
- (c) linkruptcy or insolvency of the Insured or the Insured's estate shall not relieve The Company of any of its obligations bereunder.

12. OTHER INSURANCE

If there he any other-insurance covering an occurrence or occurrences as described, the insurance under this policy shall be deemed excess insurance over and above, but not contributing with, such other insurance but if the carrier or carriers of such other incurance shall deny liability therefor in its entirety or as to my portion of the insurance granted by such primary coverage, then and in that event The Company shall be Mable under this policy in the same manner and to the same extent as though such other insurance did not exist, and the Mased Insured shall assign to The Company all rights against the carrier or carriers of such other insurance, and execute all papers necessary to secure to The Company such rights or shall in their own name whenever requested by The Company and at The Company's expense, institute any demand or legal proceeding which The Company does necessary against the carrier or carriers of such insurance. Failure on the part of the carrier or carriers of such other insurance to pay indomnity, furnish appeal or actachment bonds or guarantee proportions thereof, or to unqualifiedly defend, or failure to furnish any other protection or indumity contained in such primary policy shall, for the purpose of this insurance, be considered as demial of liability.

· 13. SUTROCUTION

The Company shall be subrogated to all rights which the Insured may have regainst any person, co-partnership, estate, or other entity (except those covered by this policy) to the entint of any payment made by the Company under this policy and the Insured shall execute all papers required to secure to The Company such rights and the Insured shall do nothing after an occurrence to projudice such rights; except

- (a) That all right of subregation is waived under this policy against any corporation or corporations, the majority of whose espital stock owned or controlled by the Maned Insured; or against any entity coming under the Named Insured's active management; or against any corporation, firm or individual who owns or controls the majority of the capital stock of this Maned Insured; or if any corporation, firm or individual is protected from such less by valid and collectible insurance with another insurance carrier, the right of subregation is not waived to the extent and up to the amount of such valid and collectible insurance:
- (b) That all right of subregation is valved under this policy if the lesured is for any reason legally unable to subregate to

The Continental Insurance Companies

Page Thirteen of Fifteen

The Comp. the right of recovery against firsons, co-percmerships, amorphorations, escates or other maticies for any

(c) That if any amount is recovered as a result of the exercise of subrequetion rights, such amounts shall be apportioned as follows:

payment made hermunder;

First, any interest (including the Lasured) that shall have paid an amount over and above any payment made under the policy shall be reimbursed up to the amount paid by such interests:

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Second. The Company shall be reimbursed out of the balance then remaining, up to the amount paid under this policy:

Third, the Insured is entitled to the residue. The expense of all proceedings necessary to the recovery of such amount shall be apportioned between the interests concerned (including the Insured) in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of The Company, the empenses thereof shall be borne by The Company.

14. CHARCES

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Motice to any agent or knowledge possessed by any agent or by any other persons shall not effect a valver or a change in any part of this policy or extry The Company from according any right under the terms of this policy; not shall the terms of this policy be valved or changed, emcapt by endorsement issued to form a part of this policy, signed by an authorized representative of The Company.

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Assignment of interest under this policy shall not bind The Company until its consent is endorsed hereon; if, however, the Named Insured shall die, the policy shall cover:

- (a) The Kamed Insured's legal representatives as the Kamed Legured, and
- (b) subject otherwise to the provisions of Condition 4(a), any person having proper temporary custody of any owned automobile or hired automobile, as an Insured, until the appointment and qualification of such legal representative; provided that notice of cancellation addressed to the Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient motice to effect cancellation of this policy.

16. CANCELLATION

(a) This policy may be trancelled by the Humand Insured by mailing to The Company written motite stating when thereafter the cancellation shall be effective. This policy may be cancelled by The Company by

The Continental Insurance Companies

uniling to the Harmd lasured at the address shown in this policy written notice stating when not less than minery (90) days thereafter such cancellation shall be effective.

- (b) The miling of motice is aforecald shall be sufficient proof of cotice. The effective date of cancellation stated in this motice shall become the end of the policy period. Delivery of such written motice either by the Hamed Insured or by The Company shall be equivalent to mailing.
- (c) If the Ramed Lasured cascals, earned proxime shall be computed in accordance with the customary short rate table and procedure. If The Corporary cancels, extract prestum shall be computed protests. Fruntum adjustment may be made either at the time cancellation is effected or as soon as exacticable, but payment or tender of unextract premium is not a condition of exacellation.

Vice President

T.E. ...

DUPLICATE

The Continental insurance Companies

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THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

EXCESS LIABILITY POLICY NO. 4174-5796

DECLARATIONS

ITEM	Ι.	ASSURED:	DILLINGHAM CORPORATION, A HAWAIIAN CORPORATION, AS IT NOW EXISTS OR AS IT MAY EXIST HEREAFTER, AND ANY ENTITY FINANCIALLY OWNED OR CONTROLLED THEREBY; AND ALL OTHER ENTITIES FOR WHICH ANY OF THE FOREGOING MAY BE RESPONSIBLE
ITEM	II.	ADDRESS:	P. O. BOX 3468, HONOLULU, HAWAII
ITEM	III.	POLICY PERIOD:	JANUARY 1, 1974 TO JANUARY 1, 1977 BOTH DAYS AT 12:01 A.M. PACIFIC STANDARD TIME
ITEM	IV.	LIMIT OF	LIABILITY AS ARTICLE II: \$5,000,000. (FIVE MILLION DOLLARS)
ITEM.	V.	PREMIUM:	AS PER ENDORSEMENT NO. 1 ATTACHED

FMC 021743

<u>DIDATION SOUTHERNATION</u>

ARTICLE T

COVERAGE

Insurer hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to pay on behalf of the Insured all sums which the Insured shall be obligated to pay by reason of liability imposed upon the Insured by law, or liability assumed by the Insured under contract or agreement, and all damages, direct or consequential, and expenses, all as more fully defined by the term "ultimate not loss", on account of personal injuries, including death at any time resulting therefrom, and property damage, caused by or arising out of each occurrence happening during the policy period.

ARTICLE II

LIMIT OF LIABILITY

Insurer's limit of liability for Personal Injury or Property Damage or both combined, shall be only for the ultimate net loss in excess of \$500,000 per occurrence, where insurance shall be available to or purchased by or on behalf of the Insured; or for the ultimate net loss in excess of \$10,000 where the Insured shall retain such first loss for its own account (herein called "the retained limit") and then only up to an amount not exceeding \$5,000,000.00 per occurrence, provided, however, that if other valid and collectible insurance is available to any interest for an amount greater than the retained limit, as stated above, such interest shall not become an Insured with respect to this coverage until all other applicable coverage available to such interest has been exhausted and then Insurer shall be liable for the ultimate net loss in excess of such insurance and then up to but not exceeding the limit of liability as aforesaid. There is no limit to the number of occurrences for which claim may be made hereunder, provided such occurrences happen during the policy period.

The inclusion or addition hereunder of more than one Insured shall not operate to increase Insurer's limit.

In the event of the reduction or exhaustion of the aggregate limit of liability of the underlying policies by reason of losses paid thereunder, this policy, subject to the above limitations, in the event of reduction shall pay the excess of the reduced underlying limit, or in the event of exhaustion shall continue in force as underlying insurance.

ANTICHE ILL

DESTNITIONS

1. INSURED - the unqualified word "Insured", wherever used in this policy

includes not only the Named Insured but also:

- (a) any executive officer, director, stockholder, or employee of the Named Insured, while acting in his capacity as such; and any organization or proprietor with respect to real estate management for the Named Insured;
- (b) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a contract or by virtue of any agreement to provide insurance such as is afforded by this policy;
- (c) with respect to any automobile or aircraft used by or on behalf of the Named Insured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured;
- (d) any interest covered as an additional Insured under any underlying insurances arranged by the Named Insured or any affiliated corporation as herein defined and then only to the extent and/or amount agreed to by the Insured and such other interest;
- (e) any sponsored joint venture formed after February 16, 1965;
- (f) any entity which is proprietary or subsidiary to, affiliated or associated with the Named Insured from the date of the acquisition of interest, association or affiliation.
- PERSONAL INJURY the term "Personal Injury" wherever used herein, shall mean, but not by way of limitation: Bodily Injury, Mental Injury Mental Anguish, Shock, Sickness, Disease, Disability, Falst Arrest, False Imprisonment, Wrongful Eviction, Wrongful Detention, Malicious Prosecution, Racial or Religious Discrimination not committed at the direction of the Insured, Humiliation, Invasion of Rights of Privacy, Libel, Slander, Defamation of Character, Malpractice (which includes error, mistake or omission) on the part of any physician, nurse, nurse's aid, first aid attendant or similar professional practitioners while acting within the scope of their duties as such in the employment of the Named Insured; also, Piracy and any infringement of Copyright, Title or Slogan or of Property or Contract rights committed or alleged to have been committed in the conduct of the Insured's adverting activities.
- PROPERTY DAMAGE the term "Property Damage", wherever used herein, shall mean, but not by way of limitation, injury to, damage to or destruction of property including loss of use and all other indirect and consequential damage for which legal liability may exist.
- 4. OCCURRENCE the word "Occurrence" wherever used herein shall mean, ...

but not by way of limitation, an event or a continuous or repeated exposure to conditions which result in Personal Injury or Property Damage. All such injuries or damages arising out of exposure to substantially the same general conditions shall be considered to be one occurrence.

5. ULTIMATE NET LOSS - the term "Ultimate Net Loss: means the total sum which the Insured or any company as his Insurer, becomes obligated to pay by reason of Personal Injury or Property Damage liabilities, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Named Insured.

The Insurer shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

- 6. AUTOMOBILE the term "Automobile" wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.
- 7. AIRCRAFT the term "Aircraft" wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.
- VESSEL the term "Vessel" wherever used herein, shall mean any structure used, or capable of being used, for transportation upon water.
- 9. AFFILIATED COMPANY the term "Affiliated Company" wherever used herein, shall mean a corporation of which more than 50% of the voting shares are owned directly or indirectly by DILLINGHAM CORPORATION or any of its subsidiary corporations including any vessel or vessels owned by any or all of them.

CREATER IV

PROLUSTONS

This policy shall not apply, except insofar as coverage is available to the Insured under the Underlying insurances:

- (a) to assault and battery if committed by or at the direction of the Insured, excepting that this exclusion shall not apply to personal injury or death resulting from any act of the Insured, alleged to be assault and battery, committed for the purpose of preventing or eliminating danger or protecting persons or property,
- (b) claims made against the Insured:
 - (i) for repairing or replacing any defective product or products

manufactured, sold or supplied by the Insured or any defective part of parts thereof nor for the cost of such repair or replacement, except with respect to claims for breach of professional duty made against the Insured by reason of any negligent act, error or omission on the part of the Insured;

- (fi) for infringement of patent.
- (c) claims and suits made alleging violation of the anti-trust laws, unfair competition or other acts allegedly in restraint of trade,
- (d) with respect to Advertisor's Liability insurance afforded herein, this policy shall not apply to claims against the Insured;
 - (i) for failure of performance of contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);
 - (ii) by advertising agents of the Insured;
 - (iii) for infringement of trade-mark or trade-name by use thereof is the trade-mark or trade-name on goods as advertised;
 - (iv) for incorrect description of any article or commodity;
 - (v) for mistake in advertised price.
- (e) for any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

ARTICHE V

COMPTTIONS

1 SEVERABILITY OF INTERESTS

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(a) The word "Insured" is used severally and collectively, but the inclusion of more than one Insured shall not operate to increase the limits of The Company's liability.

- (b) The personal pronouns used in this policy referring to the Insured shall apply irrespective of number or gender.
- (c) In the event of injury to an employee of one or more Insured, this policy shall cover any Insured not employing the person so injured in the same manner and to the same extent as though separate policies had been assued to each Insured.
- (d) In the event of injury to one or more Insured, for which another Insured is or may be held liable, this policy shall cover such Insured against whom claim is made or may be made in the same manner and to the same extent as though separate policies had been issued to each Insured.
- (e) In the event of damage to property owned by or in the care, custody or control of, or carried on or in any vehicle in the charge of any one or more Insured, for which another Insured is or may be held liable, this policy shall cover such Insured against whom claim is made or may be made in the same manner and to the same extent as though separate policies had been issued to each Insured.
- (f) Any act or omission on the part of any Insured under this policy shall not prejudice the interest of any other insured under this policy.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II.

2. NOTICE OF OCCURRENCE

Whenever the Manager of the Insurance Department, DILLINGHAM CORPORATIC has information from which it may reasonably be concluded that an occurrence covered hereunder is likely to involve this policy, notice shall be sent as stated in the Declarations to C. V. Starr & Co., 206 Sansome Street, San Francisco, California, as soon as practicable, provided however that failure to notify the above firm of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would have given rise to claims hereunder, shall not prejudice such claims.

3. ASSISTANCE AND COOPERATION

The Insured shall cooperate with The Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be necessary at the time of accident.

4. APPENLS

In the event the Insured or Insured's underlying insurance elect not to appeal a judgment involving the Insurer hereon, Insurer may elect to make such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of Insurer for ultimate net loss exceed the amount set forth in Article II for any one occurrence plus the cost and expense of such appeal.

5. ACTION AGAINST THE COMPANY

- (a) No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and The Company.
- (b) Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join The Company as a co-defendant against the Insured to determine the Insured's Liability.

6. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Insurer shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

7. SUBROGATION

Inasmuch as this policy is "Excess Coverage", the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Insurer. It is, therefore, understood and agreed that in case of any payment hereunder, the Insurer will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. Any net recovery, i.e. gross recovery less expenses incurred in effecting such recovery (excluding only salaries of Insured's employees) shall be apportioned among the interests concerned (including the Insured) in the ratio that their portion of the "ultimate net loss" bears to the total "ultimate net loss."

It is further understood and agreed that the Insurer shall have no right to be subrogated to or to require assignment of the Insured's right or rights of recovery against any of the Insured's subsidiary or affiliated or associated companies or corporations or against the directors, officers, employees or members of their families.

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Subject to permissions granted herein, the Insurer shall be subrogated to the extent of any payment made, to any right of recovery
not waived in writing prior to the loss by the Insured against any
third person, corporation, vessel or interest arising out of or connected with the loss or damage with respect to which such payment is
made except as follows:

- (a) the Insurer hereby waives all rights of subrogation against any vessel or craft including aircraft owned or chartered by the Insured or by any subsidiary or affiliated company of the Insured, but then only as respects their activities directly on behalf of the Insured's operations insured hereunder.
- (b) the Insurer hereby waives all rights of subrogation against any person or persons, corporation or company who by contract, whether oral or written, joins the Insured as a co-participant, in any of the Insured's operations insured hereunder and against any vessel or craft, including aircraft, owned or chartered by such party, but then only as respects their activities directly on behalf of the operation insured hereunder in which such party has joined the Insured.

3. CHANGES

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop Insurer or the Insured from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Insurer.

9. CANCELLATION

This policy may be cancelled by the Named Insured by surrender thereof to the Insurer or any of its authorized Representatives, or by mailing to the Insurer written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Insurer by mailing to the Insurance Manager of the Insurance Department, DILLINGHAM CORPORATION, Box 3468, Honolulu, Hawaii, written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Insurer shall be equivalent to mailing. If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Insurer cancels, carned premium shall be computed pro rate.

10. CURRENCY

The premium and losses under this policy are payable in United States Currency, and wherever the word "Dollars" or the symbol "\$" appear

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horoin, they are doemed to mean United States Dollars.

11. CONFLICTING STATUTES

In the event that any provision of this policy is unenforceable by the Insured under the laws of any State or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

12. JURISDICTION

In the event of any dispute arising under this policy between the Insurer and the Insured with respect to the interpretation and construction of this policy, such dispute shall be litigated exclusively in accordance with the law of the State of Hawaii, United States of America.

The Insurer and the Insured agree to submit to the jurisdiction of the State of Hawaii and will comply with all requirements necessary to give such Court jurisdiction.

13. DEFENSE

In the event there be no underlying insurance against loss or claim covered by this policy, the Insurer agrees to defend in its name and behalf any suit against the Insured alleging Personal Injury, including death at any time resulting therefrom, or property damage and seeking damages on account thereof or seeking damages by reason of a contract under which the Insured assumed or is alleged to have assumed liability of others therefor, even if such suit is groundless, false or fraudulent; but the Insurer shall have the right to make such investigation, negotiation and settlement of an such claim or suit as may be deemed expedient by the Insurer.

14. MAINTENANCE OF UNDERLYING INSURANCE

- (a) It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Pri cipal Underlying Insurances" shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences, occurring during the period of this policy.
- (b) Inadvertent failure to the Insured to comply with (a) above or inadvertent failure to notify underwriter of any changes in the underlying insurances shall not prejudice the Insured's rights of recovery under this policy but in the event of such failure, underwriters to be liable only to the same extent as they would have been had the Insured complied with the said condition.

AMENDED

(c) In the event of an underlying War Risks Insurance being cancelled by the underwriters thereon under the terms of the cancellation clause therein, such cancellation shall not constitute a breach of (a) above, but underwriters to be liable hereunder only to the same extent as they would have been had that underlying War Risks Insurance not been cancelled.

15. OTHER INSURANCE

If other valid and collectible insurance with any other Insurer is available to the Assured covering a loss also covered by this Policy, other than Insurance that is in excess of the Insurance afforded by this Policy the Insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

All other terms and conditions remain unchanged	
Effective date of this endorsement is: JANUARY 1, 1974	1
Attached to and forming part of Policy No. 4174-5	796
Issued to: DILLINGHAM CORPORATION, ET	AL FMC 021752
Dated: MARCH 1, 1974 JP/ea	THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
ger to	C. V. STAFR & CO.

Underwriting Managers

SSP 25 (1/66)

AMENDED

(c) In the event of an underlying War Risks Insurance being cancelled by the underwriters thereon under the terms of the cancellation clause therein, such cancellation shall not constitute a breach of (a) above, but underwriters to be liable hereunder only to the same extent as they would have been had that underlying War Risks Insurance not been cancelled.

15. OTHER INSURANCE

If other valid and collectible insurance with any other Insurer is available to the Assured covering a loss also covered by this Policy, other than Insurance that is in excess of the Insurance afforded by this Policy the Insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing Herein Shall BE Construed to Make This Policy Subject to the Terms Conditions And Limitations of other insurance.

All other terms and conditions remain unchanged

Effective date of this endorsement is:	JANUARY	1,	197

Attached to and forming part of Policy No. 4174-5796

issued to: DILLINGHAM CORPORATION, ET AL

FMC 021753

March 1, 1974 JP/EA

Dated: FEBRUARY 1, 1974

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C. V. STARR & CO. Underwriting Managers

Ву.		
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DILLINGHAM CORPORATION, ET AL

Schedule of Principal Underlying Insurances

Comprehensive General (Domestic and Foreign) and Automobile Liability		500,000. C Lt B.I. an				e
Gordon H. Ball, Inc. (only) Comprehensive General Liability Automobile Liability	\$ 1 \$,000,000. 500,000.				
Systech Financial Corporation (only) Comprehensive General and Automobile Liability	\$10	,000,000.	CSL :	B.I.	and	P.D.
California Liquid Gas Corporation (only) Comprehensive General and Automobile Liability	\$10	,000,000.	CSL	B.I.	and	P.D.
Protection and Indemnity (Worldwide)	\$	500,000.				
Non-Owned Aircraft Liability (Domestic and Foreign)	\$	500,000.				
Shiprepairer's Legal Liability (Domestic and Foreign)	\$	500,000.				
Excess Workmen's Compensation and Employers' Liability	\$	500,000.				
Pilot's Legal Liability	\$	500,000.				

In consideration of the reduced premium at which this Policy is issued, it is understood and agreed that the total premium shall be payable in installments as follows:

Due Date	Amount
1/1/74	\$80,750.00
1/1/75	\$80,750.00
1/1/76	\$80,750.00

All other terms and conditions remain unchanged

Effective date of this endorsement is:

JANUARY 1, 1974

Attached to and forming part of Policy No. 4174-5796

Issued to:

DILLINGHAM CORPORATION, ET AL

THE INSURANCE COMPANY OF THE

STATE OF PENNSYLVANIA

FEBRUARY 1, 1974 Dated:

> C. V. STARR & CO. Underwriting Managers

SSP 39 Rev 10/68

END. #1

By_

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO CLAIMS MADE AGAINST THE ASSURED THAT ARE COVERED UNDER POLICY NO. 5174-0297 ISSUED BY NEW HAMPSHIRE INSURANCE COMPANY COVERING THE ASSUREDS CANADIAN OPERATIONS.

IT IS PURTHER UNDERSTOOD AND AGREED THAT THE AGGREGATE LIMIT EXPRESSED IN THE POLICY DECLARATIONS SHALL APPLY TO THIS POLICY, AND POLICY NO. 5174-0297 AFOREMENTIONED COMBINED AND SHALL NOT BE CONSTRUED AS HAVING SEPARATE "LIMITS OF LIABILITY".

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AII.	omer	ierms.	ana	conditions	Lewain	unchanged	

Effective date of this endorsement is: JANUARY 1, 1974

Attached to and forming part of No. 4174-5796

issued to: DILLIEGEAM CORPORATION, ET AL

☐ NEW HAMPSHIRE INSURANCE CO.

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO. Underwriting Managers

PEBRUARY 1, 1974

Dated:

CVS 44-10M 9/73

EMD. #2

EXCLUSION-CONTAMINATION OR POLLUTION

IT IS HEREBY AGREED THAT, IF WITH RESPECT TO OPERATIONS DESCRIBED IN THIS ENDORSEMENT THERE IS A DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF OIL OR OTHER PETROLEUM SUBSTANCE OR DERIVATIVE (INCLUDING ANY OIL REFUSE OR OIL MIXED WITH WASTES) INTO OR UPON ANY WATERCOURSE OR BODY OF WATER, THE INSURANCE DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE WHETHER OR NOT SUDDEN AND ACCIDENTAL.

DESCRIPTION OF OPERATIONS

GAS LEASE OPERATORS-NATURAL GAS
GASOLINE RECOVERY-FROM CASING HEAD OR NATURAL GAS
NON-OPERATING WORKING INTERESTS

OIL OR GAS WELLS SHOOTING

OIL OR GAS WELLS-ACIDIZING

OIL OR GAS WELLS-CEMENTING

- OIL OR GAS WELLS-CLEANING OR SWABBING-BY CONTRACTORS
- OIL OR GAS WELLS-DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING
- OIL OR GAS WELLS-INSTRUMENT LOGGING OR SURVEY WORK IN WELLS
- OIL OR GAS WELLS-PERFORATING OF CASING
- OIL LEASE OPERATORS
- OIL PIPE LINES-OPERATION, INCLUDING MAINTENANCE
- OIL RIG OR DERRICK ERECTING OR DISMATLING-WOOD OR METAL, INCLUDING CONSTRUCTION OF FOUNDATIONS OR STRUCTURES OR INSTALLATION OF EQUIPMENT

IT IS FURTHER AGREED THAT THE INSURANCE DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE DISPERSAL DELEGISCO OF THE DISCHARGE

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE NAMED AS ADDITIONAL ASSUREDS HEREUNDER AS RESPECTS THE OPERATIONS OF THE NAMED INSURED FOR THE FOLLOWING PROJECT - CONSTRUCTION OF TAXIWAYS "G" & "L" AND ADDITION TO INTER-ISLAND APRON. PROJECT 0-90-6 (2) HONOLULU INTERNATIONAL AIRPORT:

THE STATE OF HAWAII AND THE RALPH M. PARSONS COMPANY

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INCLUSION HERE-UNDER OF MORE THAN ONE ASSURED SHALL NOT OPERATE TO INCREASE THE LIMIT/S OF THE COMPANY'S LIABILITY.

IT IS FURTHER UNDERSTOOD AND AGREED THAT IN THE EVENT OF CAN-CELLATION OR REDUCTION OF THIS INSURANCE THIRTY (30) DAYS PRIOR WRITTEN NOTICE WILL BE SENT BY REGISTERED MAIL TO THE ADDI-TIONAL ASSUREDS NAMED ABOVE.

All other terms and conditions remain unchanged							
Effective da	te of this endorsement is:	JANUARY 1,	1974				
Attached to	and forming part of Policy No.	4174-5796					
Issued to:	DILLINGHAM CORPORA	TION, ET AI		FMC 021758			
Dated:	FEBRUARY 1, 1974	·	THE INSURANCE COMPAN STATE OF PENNSYLVANI				

END. =4 By___

C. V. STARR & CO. Underwriting Managers

Confidential Business Information

SSP 25 (1/66)

AUSTRALIAN JURISDICTION CLAUSE

IT IS UNDERSTOOD AND AGREED THAT WITH RESPECT TO ALL CLAIMS UNDER THIS POLICY FOR WHICH SUITS ARE BROUGHT FORTH IN AUSTRALIA, THE COMPANY SUBMITS TO THE JURISDICTION OF ALL LEGALLY CONSTITUTED AUSTRALIAN COURTS. THE COMPANY ALSO AGREES THAT SERVICE OF LEGAL PROCESS AND OF ANY NOTIFICATION REQUIRED UNDER THIS POLICY UPON:-

AMERICAN INTERNATIONAL UNDERWRITERS (AUST) PTY. LTD.

AT: 446 COLLINS STREET, MELBOURNE, VICTORIA 3000, OR 32 BRIDGE STREET, SYDNEY, NEW SOUTH WALES 2000 OR 38-40 CURRIE STREET, ADELAIDE, SOUTH AUSTRALIA 5000, OR 334-354 QUEEN STREET, BRISBANE, QUEENSLAND 4000, OR 10 WILLIAM STREET, PERTH, WESTERN AUSTRALIA 6000,

SHALL BE GOOD AND SUFFICIENT SERVICE AND SHALL BE EQUIVALENT TO PERSONAL SERVICE UPON THEM AND EACH OF THEM. THE COMPANY FURTHER AGREES THAT THE COMPANY WILL ABIDE AND BE BOUND BY THE ULTIMATE DECISION IN ANY ACTION BROUGHT AGAINST ANY OF THEM IN RELATION TO SUCH MATTERS AS AFORESAID.

All other terms and conditions remain unchange	rd .
Effective date of this endorsement is:	JANUARY 1, 1974
Attached to and forming part of Policy No.	4174-5796
Issued to: DILLINGHAM CORPORAT	PION, ET AL
Dated: FEBRUARY 1, 1974	THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
	C. V. STARR & CO. Underwriting Managers
SSP 25 (1/66)	Ву

ADDITIONAL INSURED

IT IS AGREED THAT THE REAL ESTATE AND IMPROVEMENT COMPANY OF BALTIMORE CITY IS INCLUDED AS AN INSURED BUT ONLY WITH RESPECT TO PROPERTY OWNED BY REAL ESTATE AND IMPROVEMENT COMPANY OF BALTIMORE CITY AND USED BY METRO TRACK CONSTRUCTORS IN COMMECTION WITH THEIR CONSTRUCTION ACTIVITIES UNDER THE POLLOWING CONTRACTS:

CONTRACT NO. 124081 CONTRACT NO. 124203/180051

THIS INSURANCE DOES NOT APPLY TO ANY OCCURRENCE WHICH TAKES PLACE AFTER NETRO TRACK CONSTRUCTORS CHASES TO USE SAID PROPERTY.

ΔH	other	terme	and	conditions	remain	unchan	her
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Effective date of this endorsement is: JENNIARY 1, 1974

Attached to and forming part of No. 4174-5796

Issued to: DILLINGUAN CORPORATION, ET AL

☐ NEW HAMPSHIRE INSURANCE CO.

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO. Underwriting Managers

Dated:

PERCARY 1, 1974

A.

CVS 44-10M 9/73

EMD. #6

IT IS AGREED THAT THE LIMITS OF LIABILITY SHALL APPLY SEPARATELY TO EACH OF THE FOLLOWING CONTRACTS:

CONTRACT NO. 124081

CONTRACT NO. 1Z4203/1B0051

E#aationa da			. 1 1074	☐ NEW HAMPSHIRE INSURANCE CO.
CHACHAS OG	te of this endorseme	IN IS: JUNE CHUKE	7, 7314	I NEW HAMPSHIRE INSURANCE CO.
Attached to	and forming part of	No. 4174-57	796	THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
Issued to:	DILLINGEAR	CORPORATIO	w, et al	C. V. STARR & CO. Underwriting Managers
Dated:	FEBRUARY 1,	, 1974	Bv	• •
outeu.	_		U 9	

LIMITATION OF COVERAGE

IT IS AGREED THAT THE FOLLOWING ARE INCLUDED AS AN INSURED UNDER THIS POLICY:

METRO TRACK CONSTRUCTORS, A JOINT VENTURE CONSISTING OF GORDON H. BALL, INC., J. F. SHEA CO., INC., RAILCO, INC., AMERICAN CONTRACTING, INC. AND AMELCO INDUSTRIES, AS SUCCESSOR IN INTEREST TO AMERICAN CONTRACTING, INC., ALL JOINTLY OR SEPARATELY AND AS A JOINT VENTURE.

IT IS FURTHER AGREED THAT THE INSURANCE ONLY APPLIES WITH RESPECT TO THE FOLLOWING PROJECTS AND ALL OPERATIONS NECESSARY AND INCIDENTAL THERETO:

ALL WORK FOR THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY UNDER CONTRACT NOS. 1Z4081 EFFECTIVE MAY 1, 1971, SECTION B-5b1 (1Z4203) EFFECTIVE JULY 8, 1971 AND SECTION B-5b (1B0051) EFFECTIVE JULY 8, 1971.

Effective date of this endorsement is:	JANUARY	1.	1974
Attached to and forming part of Policy No.	41/4-3/	50	
Issued to: DILLINGHAM CORPORAT	rion, et	AL	
Dated: FEBRUARY 1, 1974			THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
			C. V. STARR & CO. Underwriting Managers
SSP 25 (1/66)			Ву

All other terms and conditions remain unchanged

CARCELLATION-AUTOMATIC REMEMAL

IT IS AGREED THAT THIS POLICY SHALL NOT BE CHANGED OR CANCELLED, AND IT WILL BE AUTOMATICALLY RENEWED UPON EXPIRATION AND CONTINUED IN FULL PONCE AND EFFECT UNTIL FINAL ACCEPTANCE BY THE WASHINGTON NETWOPOLITAN AREA TRANSIT AUTHORITY OF ALL WORK COVERED BY THE PROJECT UNLESS THE AUTHORITY IS GIVEN THIRTY (30) DAYS WRITTEN NOTICE BEFORE ANY CHANGE OR CANCELLATION OR NON-RENEWAL IS NADE EFFECTIVE.

All other terms and conditions remain unchanged	
Effective date of this endorsement is: 33,000 1, 1974	□ NEW HAMPSHIRE INSURANCE CO.
Attached to and forming part of No. 4174-5796	THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
Issued to: DILLINGHAM CORPORATION, ET AL	C. V. STARR & CO. Underwriting Managers

Dated:

PERMARY 1, 1974

CVS 44-10M 9/73

EMD. #9

IT IS UNDERSTOOD AND AGREED THAT ESTATES HOUSE (MELBOURNE)
PTY. LIMITED, AUSTRALIA & MEW ZEALAND BANKING GROUP
LIMITED, CHASE M.B.A. GROUP LIMITED, ALL SUB-CONTRACTORS,
ARTISTS AND SPECIAL TRADESMEN ARE RECOGNIZED AS ADDITIONAL
INSUREDS UNDER THIS POLICY, BUT SOLELY AS RESPECTS
LIABILITY ARISING OUT OF THE CONSTRUCTION OF AN OFFICE
BUILDING IN MELBOURNE, VICTORIA, BY DILLINGHAM CONSTRUCTIONS
PTY. LIMITED.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THERE IS NO PROFESSIONAL LIABILITY COVERAGE PROVIDED FOR ANY OF THE ENTITIES NAMED IN THIS ENDORSEMENT.

ΔII	other	terms	and	conditions	remain	unchanged
~"	United	(611113	9119	COMMENCINA	161110111	

Effective date of this endorsement is: TARRIARY 1, 1974

☐ NEW HAMPSHIRE INSURANCE CO.

Attached to and forming part of No. 4174-5796

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO.

issued to: DILLINGHAN CORPORATION, ET AL

Underwriting Managers

Dated: FEBRUARY 1, 19	74
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CVS 44-10M 9/73

EMD. #10

IT IS UNDERSTOOD AND AGREED THAT THIRTY (30)

DAYS PRIOR WRITTEN NOTICE OF MATERIAL CHANGE

OR CANCELLATION OF THIS POLICY SHALL BE GIVEN

TO ESTATES HOUSE (MELBOURNE) PTY. LIMITED,

94 KING STREET, MELBOURNE, VICTORIA, AUSTRALIA.

All other terms and conditions remain unchanged

Effective date of this endorsement is: JANUARY 1, 1974

Attached to and farming part of No. 4174-5796

Issued to: DILLINGHAM CORPORATION, ET AL

☐ NEW HAMPSHIRE INSURANCE CO.

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO. Underwriting Managers

Dated: FEBRUARY 1, 1974

CVS 44-10M 9/73

BMD. #11

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE INCLUDED AS ADDITIONAL INSUREDS HEREUNDER BUT ONLY AS RESPECTS WORK OR OPERATIONS IN CONNECTION WITH SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT CONTRACT NO. 1A0077.

PARSONS BRINCKERHOFF-TUDOR-BECHTEL, A JOINT VENTURE, INCLUDING ITS MEMBER COMPANIES AND THEIR AFFILIATE COMPANIES, AND SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, THEIR DIRECTORS, OFFICERS, REPRESENTATIVES, AGENTS AND EMPLOYEES.

IN THE EVENT OF CANCELLATION OF THIS INSURANCE, THIRTY (30) DAYS WRITTEN NOTICE WILL BE GIVEN TO SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT.

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY INSURANCE AND NO INSURANCE OF THE ADDITIONAL INSUREDS SHALL BE CALLED ON TO CONTRIBUTE TO A LOSS.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THIS INSURANCE DOES NOT CONTAIN ANY EXCLUSION REGARDING LOSS OR DAMAGE TO PROPERTY CAUSED BY EXPLOSION OR RESULTING FROM COLLAPSE OF BUILDINGS OR STRUCTURES OR DAMAGE TO PROPERTY UNDERGROUND, COMMONLY REFERRED TO BY INSURERS AS "XCU" HAZARDS.

IN THE EVENT OF INJURY TO ONE OR MORE INSURED, FOR WHICH ANOTHER INSURED IS OR MAY BE HELD LIABLE, THIS POLICY SHALL COVER SUCH INSURED AGAINST WHOM CLAIM IS MADE OR MAY BE MADE IN THE SAME MANNER AND TO THE SAME EXTENT AS THOUGH SEPARATE POLICIES HAD BEEN ISSUED TO EACH INSURED.

All other terms and conditions remain unchanged

Effective da	te of this endorsement is:	JANUARY 1,	1974
Attached to	and forming part of Policy No.	4174-5796	
Issued to:	DILLINGHAM CORPOR	ATTON, ET AT	•,

Dated: FEBRUARY 1, 1974

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C. V. STARR & CO. Underwriting Managers

SSP 25 (1/66)

3y_____

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:-

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This policy*

does not apply:-

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

- (a) with respect to which an insured under the policy is also an insured under a nuclear energy libability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954. or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or hyproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; 'spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions conditions and limitations of the Policy to which it is attached.

Note:-As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Policy
THE INS. CO. OF THE STATE OF PENN. Attached to and forming part of Kniknik No. 4174-5796 C.V.STARR & CO.-Underwriting Mgrs.

Issued t	to:	DILLINGHAM	CORPORATION,	E 1	ΑL

iuea (o:				
				Printed in U.S.A.
ated:	FEBRUARY	1,	1974	N.M.A. 1256

FMC 021767

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D.

End. No. 14

Named Basalt Rock

'RANSPORTATION ENDORSEMENT

DANGEROUS ARTICLES

- 1. This endorsement is attached as the policy described between a recommon they the named insured with appropriate provisions of the 21 table to a recommon to the code, and the pertinent rules, regularly as a representation, and its officers, agents are implementable of the code, and insured permitsion to operate vericles and purpose a result of the named insured permitsion to operate vericles and purpose are sensitive and all otherwise be an all otherwise. uniaw tui.
- 2. The Company hereby amends the policy described teless and the example appreciable California statutes. The amendment shad apply only white the manufactured is appreciate the vanicles described below within the State of California and mendent to the control of the Company shall not be relieved from liability hereunder or from the payment of the control of the company shall not be relieved from liability hereunder or from the payment of the control of the Company shall not be relieved from liability hereunder or from the payment of the payment of the permit issued, for which this endousement is a zone of payment, so the control of the permit, or the violation of any of the provisions of the policy of any of the control of the permit, or the violation of any of the provisions of the policy of any of the control of the named insured.
- 3. The State of California is hereby declared to be an additional assembly, the below-numbered policy insofar as it may be held liable as a consequent of the issential of permit retembetore referred to
- The insurance will not be cancelled without at least ten (19) days' prior written notice to the Deputy Chief-Operations, Toll Bridge Administration, 151 Fremont Street, San Francisco, California 94105
- 5. It is understood and agreed that this policy covers the liability of the instead assumed under any permit or permits issued by the State of California for the transportation of FLAMMABLE LIQUIDS, FLAMMABLE COMPRESSED GASES, CORROSIVE LIQUIDS and INPLOSIVES across all State-Owned Toll Facilities in California. (Strike out, as appropriate.)
- 6. The Permittee is responsible for all liability for personal injury or properly damage which may occur through any act or omission of the Permittee when acting under the permit, and in the event any claim is made against the State of California or any department, officer, or employee thereof, through, by reason of, or in connection with any such act or omission. Permatee Staff defend, indemnify and hold each of them harmless from such claim.
- 7. The limit of liability of the Company for the operation of each vehicle or each motive power unit and trailer or semi-trailer, listed below, or other towed vehicle, whether suid infer towed vehicle is described below or not, shall be as follows: Bodily Injury Liability \$1,000,000. each occurrence) Combine

Property Damage Liability...\$1,000,000. Such occurrence) Limit Under1

- 8. Policy liability deductible limits, if any, are waived for purposes of this endorsement.
- 9. Description of vehicles under Permit:

THIS POLICY IS ISSUED WITH RESPECT TO ALL VEHICLES OF RATED BY THE INSUR (Attach (St)

ALL OTHER ITEMS OF THIS POLICY REMAIN UNCHANGED

Effective January 1, 1974 Expires January 1, 1977 Policy No. 4174-5796 Basalt Rock Company inertin called the Company Countersigned 180 880-154A (Rev. 8 73)

ENDORSEMENT NO. 15.

IT IS HEREBY UNDERSTOOD AND AGREED THAT MATSON NAVIGATION

COMPANY, A CALIFORNIA CORPORATION, IS ADDED AS AN ADDITIONAL

INSURED BUT SOLELY AS RESPECTS PROTECTION AND INDEMNITY

INSURANCE IN THE AMOUNT OF \$500,000 AS SET FORTH IN TOWAGE

AGREEMENT EFFECTIVE AS OF SEPTEMBER 27, 1974 BETWEEN HAWAILAN

TUG AND EARGE CO., LTD., A HAWAIIAN CORPORATION (CALLED "OWNER"),

AND MATSON MAVIGATION COMPANY, A CALIFORNIA CORPORATION (CALLED "MATSON").

All other terms and conditions remain unchanged

Effective date of this endorsement is: SEPTEMBER 27, 1974

Attached to and forming part of No. 4174-5796

Issued to: DILLINGHAM CORPORATION, ET AL

ONEW HAMPSHIRE INSURANCE CO.

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO.

Underwriting Managers

415

ADDITIONAL PREMIUM: \$35,750.00

IT IS UNDERSTOOD AND AGREED THAT THE PREMIUM OF \$85,750.30, IS NOW DUE AND PAYABLE FOR THE FOLLOWING PERIOD:

JANUARY 1, 1975 TO JANUARY 1, 1976

大きのというというなとこうしんというモ

All other terms and conditions remain unchanged

Effective date of this endorsement is. JAN. 1, 1375

Attached to and farming part of No. 4174-5796

Issued to: DILLINGHAM CORPORATION, ETAL

T NEW HAMPSHIRE INSURANCE CO.

THE INSURANCE COMPANY OF
THE STATE OF PENNSYLVANIA
C. V. STARR & CO.
Underwriting Managers

17

IT IS HEREBY UNDERSTOOD AND AGREED THAT FUTURE INSTALLMENTS ARE AMENDED TO READ:

> DUE DATE 1-1-75 1-1-76

AMOUNT \$25,750.00 \$85,750.00

All other terms and conditions remain unchanged

Effective date of this endorsement is: JAN. 1, 1975

Attached to and forming part of No. 4174-5796

Issued to: DILLINGHAM CORPORATION, ETAL

☐ NEW HAMPSHIRE INSURANCE CO.

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO. Underwriting Managers

DECEMBER), 1974 Dated:

YH/ey

END# 18 /7

BLANKET

AUTOMOBILE LIABILITY INSURANCE ENDORSEMENT

The scope of the insurance afforded by the policy(ies) designated in the attached certificate is not less than that which is afforded by Insurance Rating Board or other "Standard Provisions" form in use by the insurance company in the territory in which coverage is afforded. Such Policies provide for the following:

- 1. Southern Pacific Transportation Company, hereinafter referred to as "Rail-road" is included as additional insured with respect to liability arising out of the hazards or operations contemplated under agreements between the Named Insured and Railroad, and any amendments and extensions thereof, whether or not liability is attributable to negligence of the named insured or Railroad. This Endorsement is applicable for all work performed by the Named Insured for Southern Pacific Pipe Lines, Inc., on Railroad's property, during the policy period.
- 2. Cancellation or material reduction of this coverage shall not be effective until thirty (30) days following written notice to Southern Pacific Transportation Company 610 South Main Street, Los Angeles, California, 90014, by registered or certified mail.
- 3. That the insuror waives any right of contribution which it may have against any other insurance carried by the additional insured.
- 4. All specific policy or endorsement limitations relating to operations proximate to railroad property are eliminated.
- 5. Coverage of policy(ies) is extended to the named insured and additional insured in the same manner as though separate policies had been issued to each, but the inclusion of more than one insured under the policy(ies) shall not operate to increase the limits of the Insuror's total liability under the policy(ies).

*The term "Railroad" includes successors, assigns and affiliated companies of the Southern Pacific Transportation Company and affiliates thereof, any other railroad company operating upon or over Railroad's tracks with Railroad's permission, and the officers, employees and agents of any of the foregoing.

Attached to and made a part of Certificate of Insurance of Policy(ies) No. (Nos.)

4174-5796

of the Insurance Company of the State of Pennsy

**Company of the State of Pennsylvanial P

	IT IS UNDERST	OOD AND AGREED	THAT THE		
X IT IS HER		AND AGREED THA			
☐ Coverage☐ Company☐	t	Deductible Self Insured Retentio Rate Deposit premium Inception date Expiration date Limit of Liability	n — — — — — — — — — — — — — — — — — — —	Address of location of pro- Policy	nd. No. is cancelled rate Flat
	COVERAG	38	-	<u>LIMITS</u>	·
	OFESSIONAL LI	ABILITY		\$5,000,000.	
	Deferred Premium	PRIMARY P	PREMIUM \$2,	\$4,000,000 500.00	
	ium for this Policy, the premium for thi	Cert. is payable in a s endorsement shall b		ture Payments of Policy/Cer	rt. Premium are amended to
At o	late:	\$		At 1st Anniversary:	\$
At 1	lst Anniversary:	\$		At 2nd Anniversary:	\$
At 2	2nd Anniversary:	s			
All other ter	ms and conditions re	main unchanged.	Effective date of	this endorsement is:	JULY 25, 1975
		Policy/Cert. No	4174-5796		
Issued to:	DILLINGHAN	CORPORATION,	ET AL D	NEW HAMPSHIRE INS THE INSURANCE COM THE STATE OF PENNS	IPANY OF
			•	C. V. STARR & CO. Underwriting Managers	
Dated:	OCTORER 27,	1975 JP/ez	Bv Bv		
CVS 345 5-75	5	ENDORSE	MENT NO.	2. 20	FMC 021773

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE INCLUDED AS ADDITIONAL INSUREDS HEREUNDER BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF WORK PERFORMED BY C. NORMAN PETERSON CO., CONTRACTORS UNDER CONTRACT NO. III FOR THE CITY OF SANTA BARBARA:

CITY OF SANTA BARBARA, INCLUDING ALL CITY EMPLOYEES AND CONSULTANTS TO THE CITY, INCLUDING THEIR REPRESENTATIVES AS FOLLOWS:

- 1) FINGINEERING SCIENCE, INC.
- 2) ENGINEERING SCIENCE'S CONSULTANTS GEOTECHNICAL CONSULTANTS, INC. MARTIN & NORTHART, INC.
- 3) RAYMOND E. SPENCER CITY OF SANTA BARBARA PROJECT ENGINEER
- 4) PACIFIC MATERIALS LABORATORY, INC. SANTA BARBARA
- 5) N. H. GREEN, A. J. HERNANDEZ, SR. AND L. E. WHITEHEAD INSPECTORS.

All other terms and conditions remain unchanged

Effective date of this endorsement is: SEPTEMBER 8, 1975

Attached to and forming part of No. 4174-5796

Issued to: DILLINGHAM CORPORATION, ET AL

☐ NEW HAMPSHIRE INSURANCE CO.

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO.

IT IS UNDERSTOOD AND AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL ALSO APPLY TO:

INTALCO ALUNINUM CORPORATION c/o ALUMAX, INC. 400 SOUTH EL CAMINO REAL SAN MATEO. CALIFORNIA 94402

AS AN ADDITIONAL ASSURED, BUT ONLY AS RESPECTS LIABILITY PROVIDED BY THE UNDERLYING INSURANCES, BUT NOT FOR BROADER COVERAGE THAN IS AVAILABLE TO SUCH ADDITIONAL ASSURED UNDER ANY UNDERLYING INSURANCES AS SET OUT IN THE SCREDULE OF UNDERLYING INSURANCE.

IT IS FUETHER UNDERSTOOD AND AGREED THAT THE INCLUSION HEREIN OF MORE THAN ONE ASSURED SHALL NOT OPERATE TO INCREASE THE LIMIT OF THE COMPANY'S LIABILITY AS STATED IN THE POLICY DECLARATIONS.

IT IS FURTHER UNDERSTOOD AND AGREED THAT IN EVENT OF CANCELLATION OR REDUCTION OF THIS INSURANCE THIRTY (30) DAYS PRIOR WRITTEN NOTICE WILL BE MAILED TO THE ADDITIONAL ASSURED NAMED ABOVE.

All other terms and conditions remain unchanged

Effective date of this endorsement is: AUGUST 13, 1975

Attached to and forming part of No. 4174-5796

Issued to: DILLINGHAM CORPORATION, ET AL

10/2 Sep 11/2

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C. V. STARR & CO.

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO. Underwriting Managers

Dated: OCT. 7, 1976 JP/yh

By_

CVS 345 5-75

ENDORSEMENT NO. 30

B/O COPY

IT IS UNDERSTOOD AND AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL ALSO APPLY TO:

PACIFIC GAS AND ELECTRIC COMPANY 77 BEALE STREET SAN FRANCISCO, CALIFORNIA 94106

AS AN ADDITIONAL INSURED BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF WORK PERFORMED BY BASALT ROCK CO., INC. UNDER SPECIFICATIONS NO. 2633 FOR PACIFIC GAS AND ELECTRIC COMPANY.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INCLUSION HEREIN OF MORE THAN ONE ASSURED SHALL NOT OPERATE TO INCREASE THE LIMIT OF THE COMPANY'S LIABILITY AS STATED IN THE POLICY DECLARATIONS.

IT IS FURTHER UNDERSTOOD AND AGREED THAT IN EVENT OF CANCELLATION OR REDUCTION OF THIS INSURANCE THIRTY (30) DAYS PRIOR WRITTEN NOTICE WILL BE MAILED TO THE ADDITIONAL INSURED NAMED ABOVE.

All other terms and conditions remain unchanged

Effective date of this endorsement is: DECEMBER 10, 1975

Attached to and forming part of No. 4174-5796

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO.

DILLINGHAM CORPORATION, ET AL

FMC 021776

Underwriting Managers

Issued to:

IT IS UNDERSTOOD AND AGREED THAT THE

Audit	☐ Deductible	Address of location of property	
	☐ Self Insured Retention	☐ Policy ☐ Cert. ☐ End. No. 18 ca	ncelled
Description of	☐ Rate	☐ Pro rata ☐ Short rate ☐ F	lat
	Deposit premium	☐ Name of assured	
	☐ Inception date ☐ Expiration date	☐ Policy/Cert. period☐ Address of the assured	
	☐ Limit of Liability		
Coverage			
Company shall provide	days notice in even	t of cancellation, except in the event of non-pay	ment of p
			
I is amended to READ / INC	LUDE / EXCLUDE S is charge	ed for the period	
	73.000 Dec 3 1076	MA THE DIE 1 1077	
	JANUARY 1, 1976	TO JANUARY 1, 1977.	
Deferred Pren	nium Payments		
	•		
	licy/Cert. is payable in annual	Future Payments of Policy/Cert. Premium	are amend
	this endorsement shall be due		are arrent
			are arrent
nstallments, the premium for and payable:			are discise
	\$	At 1st Anniversary: S	
and payable: At date:			are differen
and payable:	ss	At 1st Anniversary: S At 2nd Anniversary: S	
and payable: At date:	\$		
At date: At lst Anniversary:	ss	At 2nd Anniversary: S	
At date: At lst Anniversary:	ss		
At date: At lst Anniversary: At 2nd Anniversary: All other terms and condition	Ss remain unchanged. Effective	At 2nd Anniversary: \$ e date of this endorsement is: JAN. 1.	
At date: At lst Anniversary: At 2nd Anniversary:	Ss remain unchanged. Effective	At 2nd Anniversary: S	
At date: At lst Anniversary: At 2nd Anniversary: All other terms and condition Attached to and forming part	Ss remain unchanged. Effective of Policy/Cert. No417	At 2nd Anniversary: S e date of this endorsement is:	1976
At date: At lst Anniversary: At 2nd Anniversary: All other terms and condition Attached to and forming part	Ss remain unchanged. Effective	At 2nd Anniversary: S e date of this endorsement is:	1976
At date: At lst Anniversary: At 2nd Anniversary: All other terms and condition Attached to and forming part	Ss remain unchanged. Effective of Policy/Cert. No417	At 2nd Anniversary: S date of this endorsement is:	1976
At date: At lst Anniversary: At 2nd Anniversary: All other terms and condition Attached to and forming part	Ss remain unchanged. Effective of Policy/Cert. No417	At 2nd Anniversary: S e date of this endorsement is:	1976
At date: At lst Anniversary: At 2nd Anniversary: All other terms and condition Attached to and forming part	Ss remain unchanged. Effective of Policy/Cert. No417	At 2nd Anniversary: S date of this endorsement is:	1976
At date: At lst Anniversary: At 2nd Anniversary: All other terms and condition Attached to and forming part Issued to:	SS remain unchanged. Effective of Policy/Cert. No	At 2nd Anniversary: S date of this endorsement is:	1976
At date: At lst Anniversary: At 2nd Anniversary: All other terms and condition Attached to and forming part Issued to:	Ss remain unchanged. Effective of Policy/Cert. No417	At 2nd Anniversary: S date of this endorsement is:	1976

	IDERSTOOD AND AGREED THAT	HE
IT IS HEREBY UNDER	STOOD AND AGREED THAT THE	
☐ Premium ☐ Installment ☐ Audit ☐ Description of property covered ☐ Schedule of	☐ Deductible ☐ Self Insured Retention ☐ Rate ☐ Deposit premium ☐ Inception date ☐ Expiration date	☐ Address of location of property ☐ Policy ☐ Cert. ☐ End. No. is cancelled ☐ ☐ Pro rata ☐ Short rate ☐ Flat ☐ Name of assured ☐ Policy/Cert. period ☐ Address of the assured
Underlying Insurances Coverage Company shall provide	☐ Limit of Liability	t of cancellation, except in the event of non-payment of pre
Company snau provide	days nonce in ever	t of cancellation, except in the event of non-payment of pre
APPLY TO THE	PERIOD OF MAY 1, 1976	TO MAY 1, 1977.
Deferred I	Premium Payments	
If the premium for this	Premium Payments Policy/Cert. is payable in annual for this endorsement shall be due	Future Payments of Policy/Cert. Premium are amende
If the premium for this installments, the premium	Policy/Cert. is payable in annual	Future Payments of Policy/Cert. Premium are amende At 1st Anniversary: \$
If the premium for this installments, the premium and payable:	Policy/Cert. is payable in annual for this endorsement shall be due S	
If the premium for this installments, the premium and payable: At date: At 1st Anniversar At 2nd Anniversa	Policy/Cert. is payable in annual for this endorsement shall be due S y: S ary: S	At 1st Anniversary: \$ At 2nd Anniversary: \$
If the premium for this installments, the premium and payable: At date: At 1st Anniversar At 2nd Anniversa	Policy/Cert. is payable in annual for this endorsement shall be due S	At 1st Anniversary: \$ At 2nd Anniversary: \$ e date of this endorsement is:
If the premium for this installments, the premium and payable: At date: At 1st Anniversar At 2nd Anniversa All other terms and conditations and conditations and forming payable.	Policy/Cert. is payable in annual for this endorsement shall be due S y: S tions remain unchanged. Effective part of Policy/Cert. No	At 1st Anniversary: \$ At 2nd Anniversary: \$ e date of this endorsement is:
If the premium for this installments, the premium and payable: At date: At lst Anniversar At 2nd Anniversar All other terms and conditation and forming payable.	Policy/Cert. is payable in annual for this endorsement shall be due S y: S tions remain unchanged. Effective part of Policy/Cert. No. TAK CORPORATION. ET AL	At 1st Anniversary: S At 2nd Anniversary: S edate of this endorsement is:
If the premium for this installments, the premium and payable: At date: At lst Anniversar At 2nd Anniversar All other terms and conditation and forming payable.	Policy/Cert. is payable in annual for this endorsement shall be due S y: S tions remain unchanged. Effective part of Policy/Cert. No	At 1st Anniversary: S At 2nd Anniversary: S edate of this endorsement is:
If the premium for this installments, the premium and payable: At date: At 1st Anniversar At 2nd Anniversa All other terms and conditated to and forming payable.	Policy/Cert. is payable in annual for this endorsement shall be due S y: S tions remain unchanged. Effective part of Policy/Cert. No. TAK CORPORATION. ET AL	At 1st Anniversary: At 2nd Anniversary: S date of this endorsement is: NEW HAMPSHIRE INSURANCE CO. THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO. Underwriting Managers By

AS RESPECTS THE OPERATIONS OF GORDON H. BALL, INC., ITS AGENTS, OFFICERS OR EMPLOYEES, IT IS UNDERSTOOD AND AGREED THAT:

- AMERICAN FALLS RESERVOIR DISTRICT AND BECHTEL INCORPORATED ARE EACH NAMED AS ADDITIONAL INSUREDS AS RESPECTS LIABILITIES ARISING OUT OF THE NAMED INSURED'S PERFORMANCE OF WORK UNDER CONTRACT. THIS INSURANCE SHALL BE PRIMARY AS RESPECTS THE INTERESTS OF AMERICAN FALLS RESERVOIR DISTRICT AND BECHTEL INCORPORATED AND ANY OTHER INSURANCE MAINTAINED BY AMERICAN FALLS RESERVOIR DISTRICT OR BECHTEL INCORPORATED IS IN EXCESS OF AND NOT CONTRIBUTORY WITH INSURANCE PROVIDED UNDER THIS POLICY.
- 2) SUBJECT TO ITS TERMS AND CONDITIONS, INSURANCE AS PROVIDED UNDER THIS POLICY APPLIES TO THE LIABILITY ASSUMED BY THE NAMED INSURED UNDER CONTRACT WITH AMERICAN FALLS RESERVOIR DISTRICT AND/OR BECHTEL INCORPORATED FOR CONSTRUCTION OF AMERICAN FALLS DAM PER SPECIFICATION NO. AF-101 OF MARCH 1976, INCLUDING PROVISIONS OF ARTICLE GC-12, INDEMNITY & RELEASE.
- 3) THIS POLICY SHALL NOT BE CANCELLED, TERMINATED OR REDUCED IN COVERAGE WITHOUT THIRTY (30) CALENDAR DAYS PRIOR NOTICE IN WRITING TO AMERICAN FALLS RESERVOIR DISTRICT, C/O JOHNSON & HIGGINS OF WASHINGTON, INC., 1215 FOURTH AVENUE, SEATTLE, WASHINGTON 98161.

All other terms and conditions remain unchanged

Effective date of this endorsement is: APRIL 30, 1976

Attached to and forming part of Policy No. 4174-5796

Issued to: DILLINGHAM CORPORATION, ET AL

Dated: APRIL 30, 1976

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C. V. STARR & CO. Underwriting Managers

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS AUTOMOBILE DOBILY INJURY
AND PROPERTY DAMAGE LIABILITY INSURANCE IS PRIMARY INSURANCE AS RESPECTS
CONTRACT NO. CY 119 BETWEEN TRANSIT PRODUCTS COMPANY AND METROPOLITAN
ATLANTA RAPID TRANSIT AUTHORITY AND THAT NO INSURANCE OF THE DETROPOLITAN
ATLANTA RAPID TRANSIT AUTHORITY WILL BE CALLED ON TO CONTRIBUTE TO A LOSS.

All other terms and conditions

Effective data



IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE INCLUDED AS ADDITIONAL INSUREDS HEREUNDER BUT ONLY AS RESPECTS WORK OR OPERATIONS PERFORMED BY WILLIAM SIMPSON CONSTRUCTION COMPANY IN COMMECTION WITH SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT CONTRACT NO. 150041.

CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO REDEVELOPMENT AGENCY, PARSONS BRINCKERHOFF-TUDOR-BECHTEL, A JOINT VENTURE, INCLUDING ITS MEMBER COMPANIES AND THEIR AFFILIATE COMPANIES, AND SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, THEIR DIRECTORS, OFFICERS, REPRESENTATIVES, AGENTS AND EMPLOYEES.

IN THE EVENT OF REDUCTION IN COVERAGE OR CANCELLATION OF THIS INSURANCE, THIRTY (30) DAYS WRITTEN NOTICE BY REGISTERED MAIL WILL BE GIVEN TO SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, 800 MADISON STREET, OAKLAND, CALIFORNIA 94607.

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY INSURANCE AND NO INSURANCE OF THE ADDITIONAL INSURED SHALL BE CALLED ON TO CONTRIBUTE TO A LOSS.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THIS INSURANCE DOES NOT CONTAIN ANY EXCLUSION REGARDING LOSS OR DAMAGE TO PROPERTY CAUSED BY EXPLOSION OR RESULTING FROM COLLAPSE OF BUILDINGS OR STRUCTURES OR DAMAGE TO PROPERTY UNDERGROUND, COMMONLY REFERRED TO BY INSURERS AS "XCU" HAZARDS.

IN THE EVENT OF INJURY TO ONE OR MORE INSURED, FOR WHICH ANOTHER INSURED IS OR MAY BE HELD LIABLE, THIS POLICY SHALL COVER SUCH INSURED AGAINST WHOM CLAIM IS MADE OR MAY BE MADE IN THE SAME MANNER AND TO THE SAME EXTENT AS THOUGH SEPARATE POLICIES HAD BEEN ISSUED TO EACH INSURED.

All other terms and conditions remain unchanged

Effective date of this endorcement is: JUNE 8, 1976

Attached to and forming part of Policy No. 4174-5796

DILLINGHAM CORPORATION, ET AL Issued to:

FMC 021781

Dated: JUNE 8, 1976 THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C. V. STARR & CO. Underwriting Managers

SSP 25 (1/66)

AS RESPECTS THE OPERATIONS OF SOUTHERN RAILWAY COMPANY AND/OR ITS OWNED AND/OR AFFILIATED COMPANIES IN PERFORMANCE OF WORK UNDER CONTRACT WITH TRANSIT PRODUCTS COMPANY, INC. IN CONNECTION WITH METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY CONTRACT HUMBER CY-119, IT IS UNDERSTOOD AND AGREED THAT:

SOUTHERN RAILWAY COMPANY, ITS OWNED AND AFFILIATED COMPANIES. AND THE AGENTS, OFFICERS AND EMPLOYEES THEREOF, ARE NAMED AS ADDITIONAL NAMED INSUREDS.

All other terms and conditions remain unchanged

Effective date of this endorsement is: JULY 27, 1975

Attached to and forming part of No _ _ _ 4174-5796

issued to: DILLINGHAM CORPORATION, ET AL

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C. V. STARR & CO. Underwriting Managers

Datea:

C / S 44-10M 8 170

JULY 27, 1976

END. =29

All other terms and conditions remain unchanged

☐ A RETURN PREMIUM OF IT IS UNDERSTOOD AND AGREED THAT TH	3	
_	IE	
IT IS HEREBY UNDERSTOOD AND AGREED THAT THE		
] Premium □ Deductible	☐ Address of location of property	
Instailment	☐ Policy ☐ Cert. ☐ End. No. is cancelled	
Audit 🗆 Rate	☐ Pro rata ☐ Short rate ☐ Flat	
☐ Description of ☐ Deposit premium	☐ Name of assured	
property covered	☐ Policy/Cert. period	
Schedule of Expiration date Underlying Insurances Limit of Liability	☐ Address of the assured	
Underlying Insurances		
Company shall provide days notice in event	of cancellation, except in the event of non-payment of	of premiur
]		
Is amended to READ / DECOMPOSE	i for the period	
AS RESPECTS SYSTECH FINANCIAL CORPOR	ATION:	
COVERAGE	LIMITS	
COMPREHENSIVE GENERAL LIABILITY	B.I./P.D. \$500,000. COMBIN SINGLE	
COMPREHENSIVE AUTOMOBILE LIABILITY	B.I./P.D. \$500,000. COMBIN SINGLE	
	•	
Deferred Premium Payments		
installments, the premium for this endorsement shall be due	Future Payments of Policy/Cert. Premium are am	ended to:
installments, the premium for this endorsement shall be due	Future Payments of Policy/Cert. Premium are am At 1st Anniversary: \$	ended to:
installments, the premium for this endorsement shall be due and payable:		
	At 1st Anniversary: \$	
At lst Anniversary: S At lst Anniversary: At lst Anniversary:	At 1st Anniversary: \$ At 2nd Anniversary: \$	
installments, the premium for this endorsement shall be due and payable: At date: At 1st Anniversary: At 2nd Anniversary: \$	At 1st Anniversary: \$ At 2nd Anniversary: \$ date of this endorsement is:MAY 1, 1976	
At lst Anniversary: At 2nd Anniversary: All other terms and conditions remain unchanged. Attached to and forming part of Policy/Cert. No. 4174-5796	At 1st Anniversary: \$ At 2nd Anniversary: \$ date of this endorsement is:MAY 1, 1976	
installments, the premium for this endorsement shall be due and payable: At date: \$	At 1st Anniversary: \$ At 2nd Anniversary: \$ date of this endorsement is:MAY 1, 1976	
At lst Anniversary: At 2nd Anniversary: All other terms and conditions remain unchanged. Attached to and forming part of Policy/Cert. No. 4174-5796	At 1st Anniversary: \$ At 2nd Anniversary: \$ date of this endorsement is:MAY 1, 1976 NEW HAMPSHIRE INSURANCE CO.	
At lst Anniversary: At 2nd Anniversary: All other terms and conditions remain unchanged. Attached to and forming part of Policy/Cert. No. 4174-5796	At 1st Anniversary: \$ At 2nd Anniversary: \$ date of this endorsement is:MAY 1, 1976 NEW HAMPSHIRE INSURANCE CO THE INSURANCE COMPANY OF	
At lst Anniversary: At 2nd Anniversary: All other terms and conditions remain unchanged. Attached to and forming part of Policy/Cert. No. 4174-5796	At 1st Anniversary: \$ At 2nd Anniversary: \$ date of this endorsement is:MAY 1, 1976 NEW HAMPSHIRE INSURANCE CO THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA	
At lst Anniversary: At 2nd Anniversary: All other terms and conditions remain unchanged. Attached to and forming part of Policy/Cert. No. 4174-5796	At 1st Anniversary: \$ At 2nd Anniversary: \$ date of this endorsement is: MAY 1, 1976 NEW HAMPSHIRE INSURANCE CO. THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO.	
installments, the premium for this endorsement shall be due and payable: At date: At lst Anniversary: At 2nd Anniversary: All other terms and conditions remain unchanged. Effective de Attached to and forming part of Policy/Cert. No. 4174-5796 Issued to: DILLINGHAM CORPORATION Dated: OCT. 7, 1976 JP/yh	At 1st Anniversary: \$ At 2nd Anniversary: \$ date of this endorsement is:MAY 1, 1976 NEW HAMPSHIRE INSURANCE CO. THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO. Underwriting Managers	



NEW YORK, NEW YORK A CAPITAL STOCK COMPANY FOUNDED 1853

AMERICAN INTERNATIONAL MARINE AGENCY

THREE EMBARCADERO CENTER SAN FRANCISCO, CALIFORNIA 94111

Amount \$1,000,000.00

Rate...

Premium \$ 95,000.00

BY THIS POLICY OF INSURANCE

Does insure

FOSS MARITIME COMPANY, ET AL

For account of

660 WEST EWING STREET

SEATTLE, WASHINGTON 98119.

THEMSELVES

Loss, if any, payable to

ASSURED, OR ORDER

To the amount of

ONE MILLION DOLLARS AND NO CENTS (AS PER POLICY)----- Dollars

rom

OCTOBER 18, 1992, 12:01 AM, PACIFIC STANDARD TIME to OCTOBER 18, 1993, 12:01 AM, PACIFIC STANDARD TIME

Oa

COMPREHENSIVE MARINE LIABILITY

Subject to conditions of form attached herein.

AS PER FORMS ATTACHED

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO the conditions which are hereby specially referred to and made part of this Policy, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive or be deemed to have waived any provision or condition of this Policy unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the Assured unless so written or attached.

In Witness Whereof, the said American Home Assurance Company has caused this Policy to be signed by its President and Secretary, but it shall not be valid unless countersigned by a duly authorized representative of the Company.

Countersigned at.

WASHINGTON

this.

OCTOBER

19 ⁹²

Agent.

COMPREHENSIVE MARINE LIABILITY

GENERAL CONDITIONS

Named Insured:	FOSS MARITIME COMPANY, ET AL
Address of Insured:	660 WEST EWING STREET
	SEATTLE, WASHINGTON 98119

Loss, if any, payable to the Insured, or order.

- I. In consideration of the payment of the premium, and subject to all the terms of this policy, the company agrees to cover the Insured(s) named herein.
- II. Limit of Liability: It is understood and agreed that the liability of this Company shall not exceed \$1,000,000.00 any one occurrence, including supplementary payments. It is further understood and agreed that the liability of this company shall not exceed \$1,000,000.00 any one policy period with respect to liability included within the products hazard or completed operations hazard, with respect to liability arising out of operations performed for the Insured by independent contractors, or with respect to any other liability for which the limit of liability is defined herein as aggregate.
- III. <u>Deductible</u>: No claim shall be payable under this policy unless the aggregate liability for any one occurrence, including supplementary payments, exceeds the sum of \$10,000.00 and this sum shall be deducted from the amount payable hereunder for each occurrence.
- IV. <u>Term</u>: This policy shall cover all occurrences on or after <u>OCTOBER 18, 1992</u> and prior to <u>OCTOBER 18, 1993</u>, beginning and ending at 12:01 AM, Pacific Standard Time unless sooner terminated as hereinafter provided.
- V. Premium and Reporting:
 - A. (As Attached)
- VI. <u>Policy Territory</u>: This insurance applies only to injury or damage caused by an occurrence within the policy territory described as follows:

Worldwide, provided suit is first brought in Canada, the U.S., it territories or possessions.

ORIGINAL

- VII. Inspection and Audit: The company shall be permitted but not obligated to inspect the Named Insured's property and operations at any reasonable time. Neither the Company's right to make inspections nor the making thereof not any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.
- VIII. This policy is subject to Special Conditions and Warranties as attached.



SPECIAL CONDITIONS AND WARRANTIES

1. SCHEDULE OF NAMED INSUREDS TO READ AS FOLLOWS:

FOSS MARITIME COMPANY
FOSS TITLE XI, INC.
PACIFIC MARINE CONSTRUCTORS, INC.
FOSS L & T COMPANY
FOSS ALASKA LINE, INC.
GULF CARIBE MARITIME, INC.
TRC. AS THEIR INTERESTS MAY APPEAR
FOSS ENVIRONMENTAL, INC.
FOSS PACIFIC SOUTHWEST
PACIFIC TOWBOAT & SALVAGE COMPANY

2. SCHEDULE OF LOCATIONS TO READ AS FOLLOWS:

FÓSS MARITIME COMPANY 937 BOAT HAVEN DRIVE PORT ANGELES, WASHINGTON 98362

FOSS MARITIME COMPANY
P.O. BOX 937
BELLINGHAM, WASHINGTON 98227

FOSS MARITIME COMPANY 201 EAST THIRD AVENUE SUITE 300 ANCHORAGE, ALASKA 99501

PACTOW
P.O. BOX 1940
PIER D
BERTH 35
LONG BEACH, CALIFORNIA 90802

FOSS MARITIME COMPANY
P.O. BOX 720
EVERETT, WASHINGTON 98206

FOSS MARITIME COMPANY
P.O. BOX 711
HOQUIAM, WASHINGTON 98550-0711

FOSS MARITIME COMPANY 6600 WEST EWING STREET SEATTLE, WASHINGTON 98119

GULF CARIBE MARITIME, INC. 260 NORTH JACKSON STREET SUITE A MOBILE, ALABAMA 36603

FOSS MARITIME COMPANY



128 PIONEER DRIVE VALDEZ, ALASKA

FOSS MARITIME COMPANY
GENERAL DYNAMICS HARBOR DRIVE FACILITY
PORT OF SAN DIEGO, CALIFORNIA

FOSS MARITIME COMPANY PORT OF PONCE PUERTO RICO

3. SCHEDULE OF ADDITIONAL ASSUREDS TO READ AS FOLLOWS:

GENERAL DYNAMICS CORPORATION TOTEM RESOURCES CORPORATION PORT OF EVERETT INTERNATIONAL PAPER COMPANY PORT OF LONG BEACH PORT OF SAN DIEGO

CLEAN SOUND COOPERATIVE

WAIVER OF SUBROGATION IN FAVOR OF CLEAN SOUND COOPERATIVE.

PORT OF SEATTLE
P.O. BOX 1209
SEATTLE, WA 98111
ATTN: MARINE TERMINALS

LEASE #M-1700 FOR PREMISES AT TERMINAL . 107.

PORT OF SEATTLE P.O. BOX 1209 SEATTLE, WA 98111 ATTN: MARINE TERMINALS LEASE AT TERMINAL 91.

CITY OF LONG BEACH BOARD OF HARBOR COMMISSIONERS 925 HARBOR PLAZA LONG BEACH, CALIFORNIA 90802 AS RESPECTS THEIR INTERESTS IN LEASED MOORAGE SPACE FOR FOSS PACIFIC SOUTHWEST LOCATED AT PIER D, BIERTH 35, LONG BEACH, CA.

PHILIPS PETROLEUM COMPANY P.O. BOX 1967 HOUSTON, TEXAS 77251-1967 ATTN: J.R. JACKSON AS RESPECTS
OPERATIONS OF FOSS
MARITIME COMPANY, ET
AL UNDER THEIR
MASTER TIME CHARTER
AGREEMENT, INCLUDING
WAIVER OF
SUBROGATION.

WSMC c/o MARINE EXCHANGE 2701 FIRST AVENUE WITH A WAIVER OF SUBROGATION AS REGARDS THEIR



SUITE 110 SEATTLE, WA 98121

INTEREST IN THE STATE CLEAN UP CONTRACT.

NATIONAL FISHERMAN EXPOSITION AS RESPECTS FISH

5 MILK STREET EXPO 92' BEING HELD

D D POY 7427 5 MILK STREET
P.O. BOX 7437
PORTLAND, OREGON 94112-7437
STATE CONVENTION
CENTER.

NORTHWEST CONTAINER CORPORATION AS RESPECTS THEIR 3121 SOUTHWEST MOODY AVENUE PORTLAND, OREGON 97201

INTEREST IN THE PROPERTY LOCATED AT 125 WEST "E" STREET, WILMINGTON, CA.

ZIDELL, INC. 3121 SOUTHWEST MOODY AVENUE PORTLAND, OREGON 97201

AS RESPECTS THEIR INTEREST IN THE INTEREST ...
PROPERTY LOCATED AT 125 WEST "E" STREET, WILMINGTON, CA.

COAST CRANE COMPANY OF WA ATTN: BRIAN SMITH 1531 UTAH AVENUE SOUTH SEATTLE, WA 98124

INTEREST IN ALL LEASED EQUIPMENT.

HOFFMAN COMMERCIAL, INC. 4050 LAKE OTIS PARKWAY SUITE 204A ANCHORAGE, AK 99508 ATTN: STEVE CRISWELL

OFFICE SPACE LOCATED AT: 201 EAST THIRD AVENUE, SUITE 300 ANCHORAGE, ALASKA

PACIFIC SHIP REPAIR AND FABRICATION, INC. 1625 RIGEL STREET SAN DIEGO, CA 92113 ATTN: BRENDA JOHNSON

THIER INTEREST IN THE INSURED'S OPERATIONS ONLY.

PORT OF BELLINGHAM P.O. BOX 1737 BELLINGHAM, WA 98227-1737 ATTN: SHIRLEY MCFERIN LEASE ADMINISTRATOR

LEASED PREMISES AT WHATCOM INTERNATIONAL SHIPPING TERMINAL.

PORT OF TACOMA P.O. BOX 1837 TACOMA, WA 98401-1837 ATTN: REAL ESTATE DEPT.

ADDITIONAL ASSURED & HELD HARMLESS AS RESPECTS MOORAGE & PIER LEASE, PREMISES LEASED AT BARGE PIER BERTH B LOCATED AT 401 ALEXANDER AVENUE, TACOMA, WA AND MOORAGE ACREAGE



IN MILWAUKEE WATERWAY.

PORT TOWNSEND PAPER CORP.
P.O. BOX 3170
PORT TOWNSEND, WA 98368
ATTN: YVONNE STARKEY

THE CONTRACTORS
OPERATIONS IN THEIR
BEHALF AND POLICIES
LL/SB.

PUGET SOUND NATIONAL BANK

THEIR INTEREST IN NAMED INSURED'S OPERATIONS.

SECURITY PACIFIC NATIONAL BANK N.A.

THEIR INTEREST IN NAMED INSURED'S OPERATIONS.

SEATTLE FIRST NATIONAL BANK

THEIR INTEREST IN NAMED INSURED'S OPERATIONS.

NATIONAL BANK OF ALASKA

THEIR INTEREST IN NAMED INSURED'S OPERATIONS.

STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISIONS
1225 FERRY STREET SE
SALEM, OR 97310-1530

THE STATE OF OREGON, ITS DEPARTMENTS, DIVISIONS, OFFICERS, EMPLOYEES, MEMBERS AND AGENTS ARE NAMED AS ADDITIONAL INSUREDS, EXCEPT FOR WORKERS' COMPENSATION INSURANCE.

THUMS LONG BEACH COMPANY P.O. BOX 2960 LONG BEACH, CA 90801 ATTN: DAN CLARK OPERATIONS OF THE NAMED INSURED.

UNOCAL NORTH AMERICAN
OIL & GAS DIVISION
P.O. BOX 4531
HOUSTON, TX 77210-4531
ATTN: JOHN EDWARDS

BLANKET CONTRACT BETWEEN INSURED AND UNOCAL NORTH AMERICAN

COMINCO ALASKA, INC.

ADDED AS AN ADDITIONAL ASSURED WITH A WAIVER OF SUBROGATION BUT ONLY AS RESPECTS FOSS MARITIME COMPANY'S LIGHTERING OPERATIONS FOR THE



RED DOG MINE PROJECT.

ATCO STRUCTURES INC. 22419 88TH AVENUE SOUTH KENT, WA 98031-9969 AS RESPECTS LEASED 10' X 10' GUARD KIOSK S#10100k1003

GENERAL DYNAMICS CONVAIR DIVISION P.O. BOX 85318 SAN DIEGO, CA 92138 ATTN: RICK KRAMPE ONLY AS RESPECTS ORDER # 47-85446

- 4. IT IS HEREBY UNDERSTOOD AND AGREED THAT THE COVERAGES INCORPORATED IN THIS POLICY OF INSURANCE ARE PROVIDED FOR THE OPERATIONS OF FOSS MARITIME COMPANY, ET AL ONLY AND SPECIFICALLY EXCLUDES THE UNRELATED ACTIVITIES OF TOTEM OCEAN TRAILER EXPRESS AND ANY OTHER TOTE SUBSIDIARIES.
- 5. IT IS HEREBY UNDERSTOOD AND AGREED THAT FOR THE PURPOSE OF COMPLYING WITH THE DEDUCTIBLE REQUIREMENTS OF THE WASHINGTON STATE PESTICIDE APPLICATORS FINANCIAL RESPONSIBILITY INSURANCE CERTIFICATE THE POLICY DEDUCTIBLE IS REDUCED FROM \$10,000.00 TO \$5,000.00 PER OCCURRENCE FOR ANY AND ALL CLAIMS DEEMED TO HAVE FALLEN WITHIN THE SCOPE OF THE SAID CERTIFICATE SIGNED BY THIS COMPANY. THE POLICY DEDUCTIBLE OF \$10,000.00 REMAINS IN FULL FORCE AND EFFECT FOR ALL OTHER CLAIMS ARISING HEREUNDER. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE SIGNING OF THE ABOVE MENTIONED CERTIFICATE IN NO WAY IS TO BE CONSTRUED TO BROADEN OR ALTER THE TERMS AND CONDITIONS OF THIS POLICY EXCEPT FOR THE LEVEL OF APPLICABLE DEDUCTIBLE ABOVE.
- 6. IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE "BROAD FORM LIABILITY ENDORSEMENT, SECTION II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE, CLAUSE (D) ADDITIONAL DEFINITIONS, CLAUSE 3." IS AMENDED TO READ AS FOLLOWS:
 - (D) 3. A PUBLICATION OR UTTERANCE
 - (a) OF A LIBEL OR SLANDER OR OTHER DEFAMATORY OR DISPARAGING MATERIAL, OR
 - (b) IN VIOLATION OF AN INDIVIDUAL'S RIGHT OF PRIVACY;

EXCEPT PUBLICATIONS OR UTTERANCES IN THE COURSE OF OR RELATED TO ADVERTISING, BROADCASTING, PUBLISHING OR TELECASTING ACTIVITIES CONDUCTED BY OR ON BEHALF OF THE NAMED INSURED SHALL NOT BE DEEMED PERSONAL



INJURY; EXCEPT AS RESPECTS THE FOSS MARITIME COMPANY'S IN-HOUSE PUBLISHING OF "TOWBITTS" MAGAZINE ONLY, SUCH SHALL BE DEEMED PERSONAL INJURY.

7. IT IS HEREBY UNDERSTOOD AND AGREED THAT COVERAGE AS PROVIDED UNDER THIS POLICY FOR THE REPAIR OF VESSELS DOES NOT APPLY TO VESSELS OWNED AND/OR CHARTERED BY FOSS MARITIME COMPANY AND/OR ANY OF ITS SUBSIDIARIES.

IT IS FURTHER UNDERSTOOD AND AGREED THAT RECEIPTS FOR THE REPAIR OF SUCH VESSELS ARE NOT TO BE INCLUDED IN THE SEMI-ANNUAL REPORTS OF GROSS RECEIPTS.

- RATES & PREMIUM: THE ASSURED, BY ACCEPTANCE OF THIS 8. POLICY, AGREES TO KEEP AN ACCURATE RECORD OF ALL GROSS CHARGES FOR OPERATIONS COVERED UNDER THE TERMS AND CONDITIONS OF THIS POLICY, WHICH RECORD SHALL BE OPEN TO EXAMINATION BY REPRESENTATIVES OF THIS COMPANY AT ALL TIMES DURING BUSINESS HOURS, DURING THE TERM OF THE POLICY OR THEREAFTER, AND FURTHER AGREES TO REPORT TO THIS COMPANY ON AN SEMI-ANNUAL BASIS, ON OR BEFORE THIRTY (30) DAYS AFTER THE PRECEDING SIX (6) MONTHS THE TOTAL AMOUNT THEREOF (COLLECTED OR UNCOLLECTED), FOR THE PRECEDING SIX (6) MONTHS OR SUCH PERIOD AS IS WITHIN THE TERM OF THIS POLICY: THE EARNED PREMIUM HEREUNDER TO BE COMPUTED THEREON AT THE RATE OF \$1.20 PER EACH \$100.00 OF GROSS RECEIPTS OF SHIP REPAIRERS, STEVEDORE, LANDING DOCK BAILEE AND LOG ACTIVITIES UP TO THE AMOUNT OF \$7,500,000.00 AND \$.96 PER EACH \$100.00 OF GROSS RECEIPTS OF SHIP REPAIRERS, LANDING DOCK BAILEE AND LOG ACTIVITIES OVER THE AMOUNT OF \$7,500,000.00 AND APPLIED AGAINST THE MINIMUM AND DEPOSIT PREMIUM UNTIL SAME IS EXHAUSTED, FOLLOWING WHICH ALL FURTHER EARNED PREMIUM SHALL BE DUE AND PAYABLE TO THIS COMPANY AT THE TIME OF FILING THE REPORT ON WHICH THE EARNED PREMIUM IS DUE. THIS COMPANY SHALL HAVE THE RIGHT OF SETOFF AGAINST THE CLAIMS PAYABLE TO THE ASSURED UNDER THIS POLICY OF ANY PREMIUM DUE HEREUNDER. IT IS AGREED THAT THE MINIMUM PREMIUM HEREUNDER SHALL BE \$95,000.00. THE DEPOSIT PREMIUM, PAYABLE UPON ATTACHMENT OF THIS POLICY, SHALL BE \$95,000.00.
- 9. IT IS AGREED THAT EXCLUSIONS e. AND k. (3) ARE DELETED WITH RESPECT TO NON-OWNED VESSELS AND THE FOLLOWING IS SUBSTITUTED THEREFOR:
 - 1. AMERICAN INSTITUTE SHIP REPAIRERS LIABILITY CLAUSES FORM 9 (NOVEMBER 3, 1977) (COPY ATTACHED)
 - 2. MARINE TERMINAL OPERATOR'S COMPREHENSIVE LIABILITY INSURANCE CLAUSES (COPY ATTACHED)



- 10. IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE ATTACHED TO AND MADE PART OF THE AMERICAN INSTITUTE SHIP REPAIRERS LIABILITY CLAUSES FORM 9 (NOVEMBER 3, 1977):
 - A. <u>DEMURRAGE CLAUSE</u>: NOTWITHSTANDING EXCLUSION 6.E. OF THE PRINTED TEXT, THIS INSURANCE IS EXTENDED TO COVER THE LEGAL LIABILITY OF THE ASSURED FOR DEMURRAGE, LOSS OF TIME, LOSS OF FREIGHT, LOSS OF CHARTER, AND/OR SIMILAR AND/OR SUBSTITUTED EXPENSES, AS A CONSEQUENCE OF LOSS OR DAMAGE TO A VESSEL OR CRAFT RESULTING IN A CLAIM WHICH IS THE SUBJECT OF INDEMNITY UNDER COVERAGE CLAUSES 3.A. AND/OR 3.B. HEREIN.

IN NO EVENT SHALL THIS EXTENSION OF COVERAGE INCREASE THE LIABILITY OF THESE ASSURERS BEYOND THE AMOUNT DESCRIBED IN CLAUSE 4 OF THE POLICY TEXT.

- B. BODILY INJURY ENDORSEMENT: THIS POLICY IS EXTENDED TO COVER THE LIABILITY IMPOSED BY LAW FOR LOSS OF LIFE OR BODILY INJURY OCCURRING IN THE COURSE OF AND ARISING FROM THE SHIP REPAIRING OPERATIONS OF THE ASSURED BUT ALWAYS EXCLUDING LIABILITY FOR:
 - (1) EMPLOYEES OF THE ASSURED;
 - (2) EMPLOYEES OF THE ASSURED'S SUB-CONTRACTORS.

THE COMPANY SHALL NOT BE LIABLE FOR MORE THAN \$\frac{AS}{2}\$
\text{PER} ATTACHED ON ACCOUNT OF CLAIMS, COSTS AND EXPENSES ARISING OUT OF ANY ONE DISASTER OR CASUALTY UNDER THIS ENDORSEMENT.

IT IS FURTHER UNDERSTOOD THAT THE TOTAL LIMIT OF LIABILITY UNDER ALL POLICY COVERAGES SHALL NOT BE MORE THAN \$AS PER ATTACHED ON ACCOUNT OF ALL CLAIMS, COSTS AND EXPENSES ARISING OUT OF ANY ONE DISASTER OR CASUALTY UNDER ALL POLICY COVERAGES COMBINED.

C. IT IS HEREBY UNDERSTOOD AND AGREED THAT EXCLUSION "D" IS DELETED AND THE FOLLOWING SUBSTITUTED IN ITS PLACE:

"WARRANTED ASSURED WILL COMPLY WITH THE UNITED STATES COAST GUARD REQUIREMENTS FOR A "HOT WORKS" PERMIT."

11. IN REM: IT IS AGREED THAT WITH RESPECT TO SUCH INSURANCE AS IS AFFORDED BY THIS POLICY, COVERAGE SHALL NOT BE DENIED SOLELY ON THE GROUND THAT THE CLAIM OR THE SUIT AGAINST THE INSURED IS BASED ON AN "IN REM" PROCEEDING.



- 12. OCCUPATIONAL DISEASE EXCLUSION: IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE SHALL NOT COVER ANY LIABILITY, LOSS, DAMAGE OR EXPENSE AS REGARDS PERSONAL INJURY (FATAL OR NON-FATAL) RESULTING FROM OCCUPATIONAL DISEASE SUSTAINED BY ANY EMPLOYEE OF THE ASSURED.
- 13. ASBESTOS EXCLUSION: IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE, INCLUDING LOSS OF USE THEREOF, ARISING OUT OF THE MANUFACTURING, PROCESSING, HANDLING, DISTRIBUTION, SALE, APPLICATION, REMOVAL OR USE OF ASBESTOS, OR ASBESTOS RELATED PRODUCT(S).
- 14. PROFESSIONAL LIABILITY EXCLUSION: IT IS UNDERSTOOD AND AGREED THAT COVERAGE AFFORDED BY THE POLICY SHALL NOT APPLY TO ANY CLAIM OR CLAIMS ARISING OUT OF A BREACH OF PROFESSIONAL DUTY BY REASON OF ANY NEGLIGENT ACT, ERROR OR OMISSION ON THE PART OF THE INSURED.
- 15. <u>PUNITIVE DAMAGE EXCLUSION</u>: IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE SHALL NOT COVER ANY FINES, PENALTIES, PUNITIVE DAMAGES, TREBLE DAMAGES OR ANY OTHER DAMAGES RESULTING FROM THE MULTIPLICATION OF COMPENSATORY DAMAGES.
- 16. <u>DIRECTORS AND OFFICERS LIABILITY EXCLUSION:</u> IN CONSIDERATION OF THE PREMIUM CHARGED AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY CLAIMS ARISING OUT OF OR ALLEGED TO HAVE ARISEN FROM ANY WRONGFUL ACT OF DIRECTORS OR OFFICERS IN THE DISCHARGE OR PERFORMANCE OF THEIR DUTIES AS SUCH.
 - IT IS FURTHER UNDERSTOOD AND AGREED THAT FOR THE PURPOSE OF THIS POLICY, WRONGFUL ACT SHALL MEAN ANY ACTUAL OR ALLEGED ERROR OR MISSTATEMENT OR MISLEADING STATEMENT OR ACT OR OMISSION OR NEGLECT OR BREACH OF DUTY BY THE DIRECTORS OR OFFICERS IN THE DISCHARGE OF THEIR DUTIES, INDIVIDUALLY OR COLLECTIVELY, OR ANY MATTER CLAIMED AGAINST THEM SOLELY BY REASON OF THEIR BEING DIRECTORS OR OFFICERS OF THE COMPANY.
- 17. FIDUCIARY LIABILITY EXCLUSION: IN CONSIDERATION OF THE PREMIUM CHARGED AND NOTWITHSTANDING ANYTHING THEREIN TO THE CONTRARY, IT IS HEREBY AGREED THAT SUCH COVERAGE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY TO ANY CLAIM OR CLAIMS ARISING OUT OF FIDUCIARY LIABILITY.
- 18. RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE: THIS CLAUSE SHALL BE PARAMOUNT AND SHALL OVERRIDE ANYTHING CONTAINED IN THIS INSURANCE INCONSISTENT THEREWITH.



IN NO CASE SHALL THIS INSURANCE COVER LOSS DAMAGE LIABILITY OR EXPENSE DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO BY OR ARISING FROM:

- 1. IONIZING RADIATION FROM OR CONTAMINATION BY RADIOACTIVITY FROM ANY NUCLEAR FUEL OR FROM ANY NUCLEAR WASTE OR FROM THE COMBUSTION OF NUCLEAR FUEL.
- 2. THE RADIOACTIVE, TOXIC, EXPLOSIVE OR OTHER HAZARDOUS OR CONTAMINATING PROPERTIES OF ANY NUCLEAR INSTALLATION, REACTOR OR OTHER NUCLEAR ASSEMBLY OR NUCLEAR COMPONENT THEREOF.
- 3. ANY WEAPON OF WAR EMPLOYING ATOMIC OR NUCLEAR FISSION AND/OR FUSION OR OTHER LIKE REACTION OR RADIOACTIVE FORCE OR MATTER.
- 19. REPORTING OF CLAIMS: IT IS STIPULATED AND IS A CONSIDERATION FOR THE INSURANCE THAT IN THE EVENT OF ANY ACCIDENT OR OCCURRENCE WHICH MAY RESULT IN LOSS, DAMAGE, AND/OR EXPENSE, FOR WHICH THIS COMPANY IS OR MAY BECOME LIABLE UNDER THIS INSURANCE, NOTICE THEREOF SHALL BE GIVEN TO THIS COMPANY AS SOON AS PRACTICABLE, AND FURTHER, THAT ANY AND EVERY PROCESS, PLEADING AND PAPER OF ANY KIND RELATING TO SUCH OCCURRENCE SHALL BE FORWARDED PROMPTLY TO THIS COMPANY.
- CONTROL: TNRESPECT OF ANY ACCIDENT OCCURRENCE LIKELY TO GIVE RISE TO A CLAIM UNDER THIS INSURANCE, THE ASSURED IS OBLIGATED TO AND SHALL TAKE SUCH STEPS TO PROTECT ITS (AND THIS COMPANY'S) INTERESTS AS WOULD REASONABLY BE TAKEN IN THE ABSENCE OF INSURANCE. HOWEVER, THIS INSURANCE SHALL BE VOID AND OF NO FORCE OR EFFECT IN RESPECT OF ANY ACCIDENT OR OCCURRENCE IN THE EVENT THE ASSURED SHALL MAKE, OR SHALL HAVE MADE, ANY ADMISSION OF LIABILITY EITHER BEFORE OR AFTER SUCH ACCIDENT OR OCCURRENCE, OR IN THE EVENT THE ASSURED SHALL INTERFERE IN ANY NEGOTIATIONS COMPANY FOR SETTLEMENT OR IN ANY LEGAL PROCEEDINGS IN RESPECT OF ANY CLAIM FOR WHICH THIS COMPANY IS OR MAY BE LIABLE UNDER THIS INSURANCE. IS ESPECIALLY AGREED, HOWEVER, THAT ANY EXPENSES OR CHARGES INCURRED BY THE ASSUREDS IN MINIMIZING, OR ATTEMPTING TO MINIMIZE, A CLAIM SHALL NOT BE DEEMED TO BE AN ADMISSION OF LIABILITY BY THE ASSUREDS AND SHALL NOT INVALIDATE ANY COVERAGE PROVIDED BY THIS POLICY, THESE ASSURERS TO REIMBURSE THE ASSUREDS FOR ANY SUCH EXPENSES OR CHARGES, IF INCURRED.

THIS COMPANY SHALL HAVE THE OPTION OF NAMING THE ATTORNEYS WHO SHALL REPRESENT THE ASSURED IN THE PROSECUTION OR DEFENSE OF ANY LITIGATION OR NEGOTIATIONS BETWEEN THE ASSURED AND THIRD PARTIES



CONCERNING ANY CLAIM COVERED BY THIS POLICY, AND SHALL HAVE THE DIRECTION OF SUCH LITIGATION OR NEGOTIATIONS.

UNDERWRITERS SHALL AT ANY TIME BE ENTITLED (BUT NOT OBLIGATED) TO CONTROL OR TAKE OVER THE CONDUCT OF THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM, SUIT OR PROCEEDING AGAINST THE ASSURED WHICH IS OR IS LIKELY TO BE THE SUBJECT OF INDEMNITY UNDER THIS INSURANCE.

WHENEVER REQUIRED BY THE ASSURERS, THE ASSURED SHALL AID IN SECURING INFORMATION, EVIDENCE, OBTAINING OF WITNESSES, AND COOPERATE WITH THE ASSURERS (EXCEPT IN A PECUNIARY WAY) IN ALL MATTER WHICH THE ASSURERS MAY DEEM NECESSARY IN DEFENSE OF ANY CLAIM OR SUIT OR APPEAL FROM ANY JUDGMENT IN RESPECT OF OCCURRENCE HEREINBEFORE PROVIDED.

21. SUIT AGAINST COMPANY: NO SUIT OR ACTION ON THIS POLICY FOR THE RECOVERY OF ANY CLAIM SHALL BE SUSTAINABLE IN ANY COURT OF LAW OR EQUITY UNLESS THE ASSURED SHALL HAVE FULLY COMPLIED WITH ALL THE REQUIREMENTS OF THIS POLICY, NOR UNLESS COMMENCED WITHIN TWELVE MONTHS NEXT AFTER THE CALENDAR DATE OF THE HAPPENING OF THE PHYSICAL LOSS OR DAMAGE OUT OF WHICH THE SAID CLAIM AROSE, PROVIDED THAT WHERE SUCH LIMITATION OF TIME IS PROHIBITED BY THE LAWS OF THE STATE WHEREIN THIS POLICY IS ISSUED, THEN, AND IN THE EVENT, NO SUIT OR ACTION UNDER THIS POLICY SHALL BE SUSTAINABLE UNLESS COMMENCED WITHIN THE SHORTEST LIMITATION PERMITTED UNDER LAWS OF SUCH STATE.

IN THE EVENT COVERAGE AFFORDED BY THIS POLICY IS AGAINST THIRD PARTY INTERESTS AND/OR LEGAL LIABILITY THE FOLLOWING SUIT OR ACTION CLAUSE APPLIES:

NO SUIT OR ACTION ON THIS POLICY FOR THE RECOVERY OF ANY CLAIM SHALL BE SUSTAINABLE IN ANY COURT OF LAW OR EQUITY UNLESS THE ASSURED SHALL HAVE FULLY COMPLIED WITH ALL THE TERMS AND CONDITIONS OF THIS POLICY, NOR UNLESS COMMENCED WITHIN TWELVE (12) MONTHS AFTER THE AMOUNT OF SUCH CLAIM SHALL HAVE BEEN FIXED OR RENDERED CERTAIN BY FINAL JUDGMENT AGAINST THE ASSURED AFTER TRIAL OF THE ISSUES. IN THE EVENT SUCH LIMITATION IS PROHIBITED BY THE ESTABLISHED LAW OF THE STATE IN WHICH THIS POLICY IS ISSUED, THEN THE SHORTEST MINIMUM LIMITATION PERMITTED BY SUCH ESTABLISHED LAW SHALL GOVERN.

22. SUBROGATION: IN THE EVENT OF ANY PAYMENT UNDER THIS POLICY, THE COMPANY SHALL BE SUBROGATED TO ALL THE INSURED'S RIGHT OF RECOVERY THEREFOR AGAINST ANY PERSON OR ORGANIZATION AND THE INSURED SHALL EXECUTE AND DELIVER INSTRUMENTS AND PAPERS AND DO WHATEVER ELSE IS



NECESSARY TO SECURE SUCH RIGHTS. THE INSURED SHALL DO NOTHING AFTER LOSS TO PREJUDICE SUCH RIGHTS.

IS PRIMARY INSURANCE, EXCEPT WHEN STATED TO APPLY IN EXCESS OF OR CONTINGENT UPON THE ABSENCE OF OTHER INSURANCE. WHEN THIS INSURANCE IS PRIMARY AND THE INSURED HAS OTHER INSURANCE WHICH IS STATED TO BE APPLICABLE TO THE LOSS ON AN EXCESS OR CONTINGENT BASIS, THE AMOUNT OF THE COMPANY'S LIABILITY UNDER THIS POLICY SHALL NOT BE REDUCED BY THE EXISTENCE OF SUCH OTHER INSURANCE.

WHEN BOTH THIS INSURANCE AND OTHER INSURANCE APPLY TO THE LOSS ON THE BASIS, WHETHER PRIMARY, EXCESS OR CONTINGENT, THE COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY FOR A GREATER PROPORTION OF THE LOSS THAN THAT STATED IN THE APPLICABLE CONTRIBUTION PROVISION BELOW:

- CONTRIBUTION BY EQUAL SHARE. A. IF ALL SUCH OTHER VALID AND COLLECTIBLE INSURANCE PROVIDES FOR CONTRIBUTION BY EQUAL SHARES, THE COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF SUCH LOSS THAN WOULD BE PAYABLE IF EACH INSURER CONTRIBUTES AN EQUAL SHARE UNTIL THE SHARE OF EACH INSURER EQUALS THE LOWEST APPLICABLE LIMIT OF LIABILITY UNDER ANY ONE POLICY OR THE FULL AMOUNT OF THE LOSS IS PAID, AND WITH RESPECT TO ANY AMOUNT OR LOSS NOT SO PAID THE REMAINING INSURERS THEN CONTINUE TO CONTRIBUTE EQUAL SHARES OF THE REMAINING AMOUNT OF THE LOSS UNTIL EACH SUCH INSURER HAS PAID ITS LIMIT IN FULL OR THE FULL AMOUNT OF THE LOSS IS PAID.
- B. CONTRIBUTION BY LIMITS. IF ANY OF SUCH OTHER INSURANCES DOES NOT PROVIDE FOR CONTRIBUTION BY EQUAL SHARES, THE COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF SUCH LOSS THAN THE APPLICABLE LIMIT OF LIABILITY UNDER THIS POLICY FOR SUCH LOSS BEARS TO THE TOTAL APPLICABLE LIMIT OF LIABILITY OF ALL VALID AND COLLECTIBLE INSURANCE AGAINST SUCH LOSS.
- 24. CHANGES: NOTICE TO ANY AGENT OR KNOWLEDGE POSSESSED BY ANY AGENT OR BY ANY OTHER PERSON SHALL NOT EFFECT A WAIVER OR A CHANGE IN ANY PART OF THIS POLICY OR ESTOP THE COMPANY FROM ASSERTING ANY RIGHT UNDER THE TERMS OF THIS POLICY; NOR SHALL THE TERMS OF THIS POLICY BE WAIVED OR CHANGED, EXCEPT BY ENDORSEMENT ISSUED TO FORM A PART OF THIS POLICY.
- 25. ASSIGNMENT: ASSIGNMENT OF INTEREST UNDER THIS POLICY SHALL NOT BIND THE COMPANY UNTIL ITS CONSENT IS ENDORSED HEREON; IF HOWEVER, THE NAMED INSURED SHALL DIE, SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL



- APPLY (1) TO THE NAMED INSURED'S LEGAL REPRESENTATIVE, AS THE NAMED INSURED, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH, AND (2) WITH RESPECT TO THE PROPERTY OF THE NAMED INSURED, TO THE PERSON HAVING PROPER TEMPORARY CUSTODY THEREOF, AS INSURED, BUT ONLY UNTIL THE APPOINTMENT AND QUALIFICATION OF THE LEGAL REPRESENTATIVE.
- DECLARATIONS: BY ACCEPTANCE OF THIS POLICY, THE NAMED INSURED AGREES THAT THE STATEMENTS IN THE DECLARATIONS ARE HIS AGREEMENTS AND REPRESENTATIONS THAT THIS POLICY IS ISSUED IN RELIANCE UPON THE TRUTH OF SUCH REPRESENTATIONS AND THAT THIS POLICY EMBODIES ALL AGREEMENTS EXISTING BETWEEN HIMSELF AND THE COMPANY OR ANY OF ITS AGENTS RELATING TO THIS INSURANCE.
- CANCELLATION: THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THE POLICY, WRITTEN NOTICE STATING WHEN NOT LESS THAN THIRTY (30) DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE; EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM, ONLY TEN (10) DAYS NOTICE IN WRITING TO THE ASSURED IS REQUIRED. MATLING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT THE TIME OF SURRENDER OR PROOF OF NOTICE. EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING.

EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH TERMS AND CONDITIONS OF THE "SPECIAL CONDITIONS AND WARRANTIES, CLAUSE 8. RATES & PREMIUM" USING THE GROSS RECEIPTS FOR THE PERIOD AT RISK SUBJECT ALWAYS TO THE MINIMUM PREMIUM. PREMIUM ADJUSTMENT MAY BE MADE EITHER AT THE TIME CANCELLATION IS EFFECTED OR AS SOON AS PRACTIBLE AFTER CANCELLATION BECOMES EFFECTIVE, BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.



In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all the terms of the policy, agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part thereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

 when all operations to be performed by or on behalf of the named insured under the contract have been completed,



- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;



"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; aircompressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for the use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily



injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or national
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

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SUPPLEMENTARY PAYMENTS

Subject always to this policy's limits of liability the company will pay:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250. per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25. per day.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

This endorsement modifies the provisions of this policy relating to ALL GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

This policy does not apply:



- A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any energy thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but is such facility is located



within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in the endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (a) containing byproduct material other than the tailings or wastes
produced by the extraction or concentration of uranium
or thorium from any ore processed primarily for its
source material content, and (b) resulting from the
operation by any person or organization of any nuclear
facility included under the first two paragraphs of the
definition of nuclear facility;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed of used for (1) separating the isotopes of uranium or plutonium,
 (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,



and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.



COVERAGE

For attachment	to Policy #: AH 4990 W
Effective:	OCTOBER 18, 1992
Of the:	AMERICAN HOME ASSURANCE COMPANY
Issued to:	FOSS MARITIME COMPANY, ET AL

I. COVERAGE A - BODILY INJURY LIABILITY COVERAGE B - PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A. bodily injury or B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - any automobile or aircraft owned or operated by or rented or loaned to any insured, or



(2) any other automobile or aircraft operated by any person in the course of his employment by any insured,

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

- (c) to bodily injury or property arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) in operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to



- (1) liability assumed by the insured under an incidental contract, or
- (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - property owned or occupied by or rented to the insured,



- (2) property used by the insured, or
- (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- (1) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named



insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below;

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a



primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A - The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B - the total liability of the company for all damages because of all property damage sustained by one or more person or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".



Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B - For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.



SHIP REPAIRERS LIABILITY CLAUSES

(November 3, 1977)

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	The terms and conditions of the following clauses are to be regarded as substituted for those of the policy form to which they are attached, the being hereby waived, except provisions required by law to be inserted in the policy.
1. 1	This Policy insuresFOSS_MARITIME_COMPANY, ET_AL
•	AS PER ATTACHED
	Policy Period: From OCTOBER 18, 1992 to OCTOBER 18, 1993, 12:01 AM, PACIFICitandard Time at the Assured's premises as stated in Clause 3.
C	n consideration of the payment of premium as hereinafter provided, and subject to the limits of liability, exclusions, conditions and other terms of this Policy, this Company agrees to pay on behalf of the Assured all sums which the Assured, as Ship Repairer, shall become legally obligated o pay:
ļ	A. By reason of the liabilities imposed upon the Assured by law for physical loss of or damage to watercraft and their equipment, cargo, or other interests on board, occurring only while such watercraft are in the care, custody or control of the Insured for the purpose of repair or alteration atAS_PER_ATTACHED
	or while such watercraft are being moved via Inland waters for a distance not in excess of 50 miles in connection with repairs or alteration;
	By reason of the liabilities imposed upon the Insured by law as damages because of property damage caused by a watercraft covered under "A" above while in the care, custody, or control of the Assured and being navigated or operated away from premises described in "A" above within permitted waters by an employee or employees of the Assured or in tow of a tug not owned by or demise chartered to the Assured. It is a condition of this Clause 3B that any employee of the Assured engaged in the navigation of a watercraft described herein shall possess such license as is required by the United States Coast Guard or any other applicable regulatory authority to perform the duties being carried out by said employee;
Ģ	For the cost of defending any suit against the Assured on any claim based on a Hability or an alleged Hability of the Assured covered by this insurance if the amount of the claim hereunder exceeds the amount deductible under this Policy, but this Company shall not be liable for the cost or expense of prosecuting or defending any suit unless the same shall have been incurred with the written consent of this Company, This Company, however, reserves the right to conduct the defense of any actions or suits at its own expense. The cost and expense of prosecuting any claim in which the Assured shall have an interest by subrogation or otherwise, shall be divided between the Assured and this Company, proportionately to the amounts which they would be entitled to receive, respectively, if the suit should be successful.
A	he maximum liability of this Company on account of any one occurrence shall be: • \$.ATTACHED with respect to each watercraft including its equipment, cargo, and other interests on board covered by Clause 3A; • \$.ATTACHED any one occurrence with respect to liability covered by Clause 3B;
	. The legal costs, fees and expenses covered by Clause 3C.
	he maximum aggregate liability of this Company on account of any one occurrence with respect to the coverage afforded under Sections 4 A, B and C above shall be \$ATTACHED
	the Assured, by acceptance of this Policy, agrees to keep an accorate record of all Gioss Charges for operations covered under the terms and
	onditions of this Policy, which record shall be open to examination by representatives of this Company at all times during <u>businees hours,</u> dur- ig the term of this Policy or thereafter, and further agrees to report to this Company on or before the l <u>ast day of each</u> month the total amount
ti	nereof (collected and uncollected) for the preceding month or such period of time as is within the term of this Policy; the earned premium
h	ereunder to be computed thereon at the rate of \$ ner each \$100.00 and applied against the Deposit Premium until same is xhausted, following which all further earned premium shall be due to this Company at time of filing the report on which the earned
	remium is due; and any unearned premium, being the amount by which the Deposit Premium exceeds the earned premium, shall be refunded
U	pon expiration or cancellation of this Policy. This Company shall have the right of setoff against the claims payable under this Policy of any
	remiums due hereunder. It is agreed that, except in the event of cancellation of this Policy by this Company, the Minimum Premium hereunder half be \$ The Deposit Premium; payable upon attachment of this Policy, shall be \$
N	OTWITHSTANDING THE FOREGOING, it is hereby expressly understood and agreed that this Policy does not cover against nor shall any liability
A.	The first \$ATTACHED of any claim or claims, including legal fees and expenses, arising out of the same occurrence and insured against hereunder;
17:	- Beath or personal injury; Any liability assumed under contract or otherwise in extension of the liability which would have been imposed upon the Assured by law in the
j)	absence of contract; EXCEPT AS PROVIDED FOR ELSEWHERE IN THE POLICY;
	or cargo or any vessel which has carried flammable compressed to the such work is done in accordance with the requirements of the rails and regulations of the National Fire Protection Association applicable to such work;
	Demurrage, loss of time, loss of freight, loss of charter and/or similar and/or substituted expenses; Loss, damage or expense which may be recoverable under any other insurance inuring to the benefit of the Assured except as income and above the amount recoverable thereunder.
Ε.	

- G. Collision liability, tower's liability or liabilities insured against under the customery forms of hull or protection and indemnity policies arising out of the operation of any watercraft owned by, or demise chartered to, the Assured or any affiliated or subsidiary concern or party;
- H. Loss of or damage to property owned, leased to, or in the possession of the Assured (other than watercraft which are in the custody of the Insured for the purpose of repair or alteration) or utilized by the Assured in its business as a ship repairer:
- Loss of or damage to watercraft placed in the care, custody, or control of the Assured for the purpose of storage regardless of whether any
 work is also to be performed on the watercraft; provided that this exclusion shall not apply to any physical loss or damage to the watercraft
 (otherwise covered under this Policy) resulting directly from repairs or alterations to said watercraft carried out during such storage period;
- J. The expense of redoing the work improperly performed by or on behalf of the Assured or the cost of replacement of materials, parts or equipment furnished in connection therewith;
- K. The cost or expense of repairing, replacing or renewing any faultily designed part or parts which cause(s) loss of or damage to the watercraft, or for any expenditure incurred by reason of a betterment or alteration in design;
- L. Any loss of or damage to watercraft occurring while in the care, custody or control of the Assured and otherwise covered under Section 3A hereof, but not discovered within sixty days of the delivery of the water aft to the owner or demise charterer, or within sixty days after work is completed, whichever first occurs;
- M. Loss, damage or expense caused by, resulting from or incurred by:

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- (a) Capture, seizure, arrest, taking, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether or not the Assured's liability therefore is based on negligence or
- (b) Any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter, or by any mine, homb or torgedo:
- (c) Hostilities or warlike operations (whether there be a declaration of war or not), but the phrase, "hostilities or warlike operations (whether there be a declaration of war or not)" shall not exclude collision or contact with aircraft, rockets or similar missiles or with any fixed or floating object, stranding, heavy weather, fire or explosion unless caused directly (independently of the nature of the voyage or service which the watercraft concerned or in the case of a collision, any other vessel involved therein, is performing by a hostile act by or against a belligerent power; for the purposes of the foregoing, power includes any authority maintaining navy, military or air forces in association with a power. In addition to the foregoing exclusions this insurance shall not cover any loss, damage or expense to which a warlike act or the use of military or naval weapons is a contributing cause, whether or not the Assured's liability therefore is based on negligence or otherwise, and whether in time of peace or war. The embarkation, carriage and disembarkation of troops, combatants, or material of war, or the placement of the watercraft in jeopardy as an act or measure of war taken in the actual process of a military engagement, with or without the consent of the Assured, shall be considered a warlike act for the purposes of this Policy.
- (d) The consequences of civil war, revolution, rebellion, insurrection, military or usurped power, the imposition of martial law, or civil strife arising therefrom, or piracy, or from any loss, damage or expense caused by or resulting directly or indirectly from the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political or terrorist purposes, and whether any loss, damage or expense resulting therefrom is accidental or intentional.
- (e) Malicious acts or vandalism, strikes, lockouts, political or labor disturbances, civil commotions, riots, or the acts of any person or persons taking part in such occurrence or disorder;
- N. The fixing or testing of any weapon of war on the watercraft;
- Any nuclear incident, reaction, radiation or any radioactive contamination, whether controlled or uncontrolled, and whether the loss, damage, liability or expense be proximately or remotely caused thereby, or be in whole or in part caused by, contributed to, or aggravated by the risks and liabilities insured under this Policy, and whether based on the Assured's negligence or otherwise;
- P. Any sums paid with respect to any loss, damage, cost, liability, expense, fine or penalty of any kind or nature whatsoever and whether statutory or otherwise. Incurred by or imposed on the Assured, directly or indirectly, in consequence of, or with respect to, the actual or potential discharge, emission, spillage, or leakage upon or into the seas, waters, land or air, of oil, petroleum products, chemicals or other substances of any kind or nature whatsoever. This exclusion, however, shall not apply to sums paid or payable, or liability of the Assured, for the physical loss of the property discharged, emitted, spilled or leaked, provided that such sums, or such liability are (is) covered elsewhere under the terms and conditions of this Policy.
- 7. A. In the event of an occurrence with respect to which insurances are afforded under this Policy, written notice containing particulars sufficient to identify the Assured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of available witnesses, shall be given by or for the Assured to this Company as soon as practicable.
 - B. If claim is made or suit is brought against the Assured, the Assured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative.
 - C. The Assured shall cooperate with this Company and, upon this Company's request assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Assured because of injury or damage with respect to which insurance is afforded under this Policy; and the Assured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. This Policy shall be void and of no force or effect, in respect of any accident or occurrence, in the event the Assured shall make or stall make o
- 8. It is expressly understood and agreed that no Hability shall attach under this Policy until the liability of the Assured has been determined by final judgment against the Assured or by agreement between the Assured and the plaintiff with the written consent of this Company. In the event the Assured shall fail or refuse to settle any claim as authorized by this Company, the Jiability of this Company to the Assured shall be limited to the amount for which settlement could have been made.
- 9. No action shall lie against this Company for the recovery of any loss sustained by the Assured unless such action be brought against this Company within one year after the final judgment or decree is entered in the litigation against the Assured, or in case the claim against this Company accrues without the entry of such final judgment or decree, unless such action be brought within one year from the date of the payment of such claim, provided, however, that where such limitation of time is prohibited by the law of the State wherein this Policy is issued, then and in that event no action under this Policy shall be sustainable unless commenced within the shortest limitation permitted under the law of such State.
 - This Policy may be cancelled either by the Company or by the Assured giving 30 days' written or telegraphic notice to the other. Notice by the Company may be sent to the Assured's last known address, or in care of the broker who negotiated the placement of this Policy or the broker of record at the time the aforesaid notice is given.

For Sale By: Schmitz Graphics, 1662 Timothy Dr., San Leandro, CA94577

JI GIM SA

MARINE TERMINAL OPERATOR'S COMPREHENSIVE LIABILITY CLAUSES

EFFECTIVE: OCTOBER 18, 1992							
ATTACHED TO AND FORMING PART OF POLICY #: AH 4990 W							
OF THE: AMERICAN HOME ASSURANCE COMPANY							
ISSUED TO: FOSS MARITIME COMPANY, ET AL							
1. FOR THE ACCOUNT OF THE ASSURED.							
2. LOSS, IF ANY, PAYABLE TO: ASSURED OR ORDER							
3. THIS INSURANCE IS TO COVER 100% INTEREST IN THE LEGAL AND/OR ASSUMED LIABILITY OF THE ASSUREDS AS OPERATORS							

(A) FOR ALL PHYSICAL LOSS OR DAMAGE TO VESSELS (INCLUDING THEIR CARGOES, AND EQUIPMENT ABOARD) WHILE PROCEEDING TO OR FROM THE PREMISES AND/OR DURING DOCKING AND UNDOCKING OR LOADING AND/OR UNLOADING AND/OR WHILE IN THE CUSTODY OF THE

OF MARINE TERMINALS AT LOCATIONS AS PER ATTACHED AS

FOLLOWS:

ASSURED.

- (B) FOR ALL DAMAGE TO PROPERTY OF OTHERS AS A RESULT OF AN ACCIDENT INVOLVING A VESSEL WHILE SUCH VESSEL IS PROCEEDING TO OR FROM THE PREMISES AND/OR DURING DOCKING AND UNDOCKING OR LOADING AND/OR UNLOADING AND/OR WHILE IN THE CUSTODY OF THE ASSURED.
- (C) FOR ALL DAMAGE TO CARGOES AS A RESULT OF LOADING AND/OR UNLOADING AND WHILE AWAITING TRANSIT, INCLUDING BUT NOT LIMITED TO LOGS IN WET STORAGE.
- (D) FOR ALL SUMS THE ASSURED SHALL BECOME OBLIGATED TO PAY FOR LOSS OF LIFE, BODILY INJURY OR SICKNESS OF ANY PERSON AS A RESULT OF ANY ACCIDENT INVOLVING A NON-OWNED VESSEL.
- (E) THE COST OF DEFENDING AND INVESTIGATING ANY SUIT AGAINST THE ASSUREDS ON ANY CLAIM BASED ON A LIABILITY OR AN ALLEGED LIABILITY OF THE ASSUREDS COVERED BY THIS INSURANCE SHALL BE PAYABLE BY THE ASSURERS IF THE AMOUNT OF THE CLAIM HEREUNDER EXCEEDS THE RETAINED LIMIT UNDER THIS POLICY, BUT THE ASSURERS SHALL NOT BE LIABLE FOR COST OR EXPENSE OF PROSECUTING OR DEFENDING ANY SUIT UNLESS THE SAME SHALL HAVE BEEN INCURRED WITH THE WRITTEN CONSENT OF THE ASSURERS. THESE ASSURERS,



HOWEVER, RESERVE THE RIGHT TO CONDUCT THE DEFENSE OF ANY ACTIONS OR SUITS AT THEIR OWN EXPENSE.

- 4. NOTWITHSTANDING THE FOREGOING, IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS INSURANCE DOES NOT COVER AGAINST, NOR SHALL ANY LIABILITY ATTACH HEREUNDER FOR LOSS, DAMAGE, INJURY OR EXPENSE CAUSED BY OR RESULTING FROM:
 - (A) HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK, (1) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; (2) BY MILITARY, NAVAL OR AIR FORCES; OR (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCE;
 - (B) ANY WEAPON OF WAR EMPLOYING ATOMIC FISSION OR RADIOACTIVE FORCE WHETHER IN TIME OF PEACE OR WAR;
 - (C) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH OCCURRENCE, SEIZURE OR DESTRUCTION UNDER QUARANTINE OR CUSTOMS REGULATIONS, CONFISCATION BY ORDER OF ANY GOVERNMENT OR PUBLIC AUTHORITY, OR RISKS OF CONTRABAND OR ILLEGAL TRANSPORTATION OR TRADE;
 - (D) ANY CLAIM IN RESPECT OF LOSS OF LIFE, BODILY INJURY, SICKNESS, MAINTENANCE, CURE OR WAGES OF ANY EMPLOYEE OF THE ASSUREDS;
 - (E) ANY LIABILITY ACCEPTED UNDER A CHARTER PARTY;
 - (F) BODILY INJURY OR PROPERTY DAMAGE INCLUDING CLEAN UP AND CONTAINMENT COSTS ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER; BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL;
 - (G) DAMAGE TO OR DESTRUCTION OF PROPERTY ARISING OUT OR THE OWNERSHIP, MAINTENANCE OR USE OF AUTOMOBILES, COMMERCIAL TRUCKS AND/OR TRAILERS WHICH WOULD BE INSURED UNDER THE STANDARD FORM OF AUTOMOBILE POLICY, PROVIDED HOWEVER, THAT THIS EXCLUSION SHALL NOT APPLY TO THE DAMAGE TO OR

- DESTRUCTION OF PROPERTY IN CHARGE OF OR TRANSPORTED BY THE ASSURED;
- (H) DAMAGE TO OR DESTRUCTION OF PROPERTY OWNED, LEASED OR RENTED BY THE ASSURED;
- (I) DAMAGE TO OR DESTRUCTION OF PROPERTY FROM THEFT, CONVERSION OR OTHER DISHONEST ACT PERFORMED BY THE ASSURED OR THEIR EMPLOYEES OR AGENTS;
- (J) LOSS, DAMAGE, INJURY OR EXPENSE WHICH MAY BE RECOVERABLE UNDER ANY OTHER INSURANCE CARRIED BY THE ASSUREDS OR BY OTHERS FOR ACCOUNT OF THE ASSUREDS EXCEPT INSURANCE COVERING PART OF THIS RISK INSURED IN CONJUNCTION HEREWITH, OR ANY EXCESS INSURANCE OVER AND ABOVE THE AMOUNT RECOVERABLE HEREUNDER.
- 5. THE LIMIT OF LIABILITY TO THESE ASSURERS WITH RESPECT TO THIS INSURANCE SHALL NOT EXCEED \$AS PER ATTACHED DOLLARS IN RESPECT OF ANY ONE OCCURRENCE.
- 6. THIS INSURANCE IS SUBJECT TO THE FOLLOWING DEDUCTIBLE:

\$AS PER ATTACHED EACH OCCURRENCE AS RESPECTS ALL CLAIMS.

ADDITIONAL CONDITIONS AND WARRANTIES

IT IS FURTHER UNDERSTOOD AND AGREED:

- 1. MARINE TERMINAL OPERATORS LEGAL LIABILITY BODILY INJURY ENDORSEMENT: IN CONSIDERATION OF AN ADDITIONAL PREMIUM AT THE RATE OF \$AS PER ATTACHED PER VESSEL PER DAY, THIS POLICY IS EXTENDED TO COVER THE LIABILITY IMPOSED BY LAW FOR LOSS OF LIFE, OR BODILY INJURY ARISING OUT OF THE MARINE TERMINAL OPERATIONS OF THE ASSURED BUT ALWAYS EXCLUDING LIABILITY FOR:
 - (1) EMPLOYEES OF THE ASSURED;
 - (2) EMPLOYEES OF THE ASSURED'S SUB-CONTRACTORS.

THE COMPANY SHALL NOT BE LIABLE FOR MORE THAN \$AS PER ATTACHED ON ACCOUNT OF ALL CLAIMS, COSTS AND EXPENSES ARISING OUT OF ANY ONE DISASTER OR CASUALTY UNDER THIS ENDORSEMENT.

IT IS FURTHER UNDERSTOOD THAT THE TOTAL LIMIT OF LIABILITY UNDER ALL POLICY COVERAGES SHALL NOT BE MORE THAN \$AS PER ATTACHED ON ACCOUNT OF ALL CLAIMS, COSTS AND EXPENSES ARISING OUT OF ANY ONE DISASTER OR CASUALTY UNDER ALL POLICY COVERAGES COMBINED.



THIS ENDORSEMEN	IT #: <u>1</u> , EI	FFECTIVE: <u> </u>	CTOBER 18, 1992
ATTACHED TO ANI	FORMING PART	OF POLICY #:	AH 4990 W
			MPANY
TSSUED TO:			

BROAD FORM LIABILITY ENDORSEMENT

SCHEDULE

Personal Injury and Advertising Liability:

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.

Limit of Liability \$1,000,000. Aggregate

Limit of Liability - Premises Medical Payments Coverage:

\$1,000. each person, unless otherwise indicated herein: \$1,000. each person.

Limit of liability - Fire Legal Liability Coverage:

\$50,000. per occurrence unless otherwise indicated herein: \$50,000. per occurrence.

I. CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
 - (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;



- (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including
 - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications and
 - (b) supervisory, inspection or engineering services;
- (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
 - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
 - (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (5) to bodily injury or property damage arising out of construction or demolition operations within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.
- (C) The following exclusions applicable to Coverage A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).



(D) The following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

- The company will pay on behalf of the insured all (A) sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by the payment of judgments or settlements.
- (B) This insurance does not apply:
 - (1) to liability assumed by the insured under any contract or agreement;
 - (2) to personal injury or advertising injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
 - (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right to privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
 - (4) to personal injury or advertising injury arising out of libel or slander or the



publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;

- (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;
- (6) to advertising injury arising out of
 - (A) failure of performance or contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
 - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
 - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising injury
 - (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
 - (b) to any injury arising out of any act committed by the insured with actual malice.
- (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustained injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under the coverage for all



damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

- false arrest, detention, imprisonment, or malicious prosecution;
- wrongful entry or eviction or other invasion of the right of private occupancy;
- a publication or utterance
 - (a) of a libel or slander or other defamatory or disparaging material, or
 - (b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

This insurance does not apply:

(A) to bodily injury



- (1) arising out of ownership, maintenance, operation, use, loading or unloading of
 - (a) any automobile or aircraft owned or operated by or rented to loaned to any insured, or
 - (b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

- (2) arising out of
 - (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
 - (b) the operation of any snowmobile or trailer designed for use therewith;
 - (i) owned or operated by or rented or loaned to any insured, or
 - (ii) operated by any person in the course of his employment by any insured;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (a) any watercraft owned or operated by or rented or loaned to any insured, or
 - (b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;



- (B) to bodily injury
 - included within the completed operations hazard or the products hazard;
 - (2) arising out of operations performed for the named insured by independent contractors other than
 - (a) maintenance and repair of the insured premises, or
 - (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
 - (3) resulting from the selling, serving or giving of any alcoholic beverage
 - (a) in violation of any statute, ordinance or regulation,
 - (b) to a minor,
 - (c) to a person under the influence of alcohol, or
 - (d) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;
 - (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
- (C) to bodily injury
 - (1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;



- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- (6) if the named insured is a club, to any member of the named insured;
- (7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premise Medical Payments Coverage is \$1,000. each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".



When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

IV. HOST LIQUOR LIABILITY

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE - REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named



insured, including fixtures permanently attached thereto, if such property damage arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

- (B) The limit of property damage liability as respects this Fire Legal Liability Coverage Real Property is \$50,000. each occurrence unless otherwise stated in the Schedule of this endorsement.
- (C) The Fire Legal Liability Coverage Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.
- VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (o) are replaced by the following:
 - (1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;
 - (2) except with respect to liability under a written sidetrack agreement or the use of elevators
 - (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
 - (b) to tools or equipment while being used by the insured in performing his operations,



- (c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
- (d) to that particular part of any property, not on premises owned by or rented to the insured,
 - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
 - (ii) out of which any property damage arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
- (3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- (B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:



- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the insured for firstaid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, these shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the



United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

- (A) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (B) to Premises Medical Payments Coverage.

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse Partnership If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee Any employee (other than executive officers) of the named insured while acting within the scope of this duties as such, but the insurance afforded to such employee does not apply;
 - (1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;
 - (2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
 - (3) to property damage to property owned, occupied or used by, rented to, in the care, custody and control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.



XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE - NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

OCTOBER 28, 1992



THIS ENDORSEMENT #:_	2, EFFECTIVE:	OCTOBER 18, 1992
ATTACHED TO AND FORM	IING PART OF POLICY	#:AH 4990 W
OF THE:	AMERICAN HOME ASSUR	ANCE COMPANY
ISSUED TO:	FOSS MARITIME COMPA	NY, ET AL

STOP GAP ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM HEREIN PROVIDED, IT IS AGREED THAT IF, UNDER ANY CIRCUMSTANCES, IT IS DETERMINED THAT ANY EMPLOYEE OF THE INSURED WHO IS REPORTED AND DECLARED UNDER THE WORKMEN'S/WORKER'S COMPENSATION LAW OR LAWS OF THE STATE OF WASHINGTON IS INJURED IN THE COURSE OF HIS EMPLOYMENT, INCLUDING DEATH RESULTING THEREFROM, BUT IS NOT ENTITLED TO RECEIVED THE BENEFITS PROVIDED BY THE AFOREMENTIONED LAW, THEN THIS POLICY SHALL COVER THE LEGAL LIABILITY OF THE INSURED FOR SUCH BODILY INJURY OR DEATH.

THE COMPANY'S LIABILITY UNDER THIS ENDORSEMENT ON ACCOUNT OF BODILY INJURY OR DEATH OF ONE PERSON, INCLUDING DAMAGES FOR CARE AND LOSS OF SERVICES, IS LIMITED TO THE SUM OF \$AS PER ATTACHED AND, SUBJECT TO THE SAME LIMIT FOR EACH PERSON, THE COMPANY'S TOTAL LIABILITY FOR BODILY INJURY OR DEATH AS A RESULT OF ONE ACCIDENT IS LIMITED TO THE SUM OF \$AS PER ATTACHED.

THE INSURANCE GRANTED BY THIS ENDORSEMENT SHALL NOT APPLY TO:

- (A) BODILY INJURY OR DEATH SUFFERED OR CAUSED BY ANY SUCH PERSON KNOWINGLY EMPLOYED BY THE INSURED IN VIOLATION OF ANY LAW AS TO AGE, OR UNDER THE AGE OF 14 YEARS REGARDLESS OF ANY SUCH LAW;
- (B) BODILY INJURY OR DEATH SUSTAINED BY ANY EMPLOYEE WHOSE REMUNERATION HAS NOT BEEN INCLUDED IN THE TOTAL REMUNERATION UPON WHICH PREMIUM FOR THIS ENDORSEMENT IS BASED;
- (C) AIRCRAFT OPERATION OR THE PERFORMANCE OF ANY DUTY IN CONNECTION WITH AIRCRAFT WHILE IN FLIGHT;
- (D) ANY PREMIUM, ASSESSMENT, PENALTY, FINE OR OTHER OBLIGATION IMPOSED BY ANY WORKMEN'S/WORKERS' COMPENSATION LAW;



- (E) BODILY INJURY OR DEATH SUSTAINED BY A MASTER OR MEMBER OF THE CREW OF ANY VESSEL OR BY ANY EMPLOYEE OF THE INSURED IN THE COURSE OF EMPLOYMENT SUBJECT TO THE UNITED STATES LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT;
- (F) ANY CLAIM FOR BODILY INJURY OR DEATH WITH RESPECT TO WHICH THE INSURED IS DEPRIVED OF ANY DEFENSE OR DEFENSES OR IS OTHERWISE SUBJECT TO PENALTY BECAUSE OF DEFAULT IN PREMIUM PAYMENT OR ANY OTHER FAILURE TO COMPLY WITH THE PROVISIONS OF THE WORKMEN'S/WORKERS' COMPENSATION LAW OR LAWS OF THE STATE MENTIONED ABOVE;
- (G) ANY CLAIM FOR DAMAGES ON ACCOUNT OF ANY DISEASE CAUSED BY OR AGGRAVATED BY PERIODIC, FREQUENT OR CONTINUAL EXPOSURE OVER A PERIOD OF DAYS, OR WEEKS, MONTHS OR LONGER TO CONDITIONS IN THE COURSE OF EMPLOYMENT, OR ANY OCCUPATIONAL DISEASE.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INCLUSION OF THIS ENDORSEMENT SHALL NOT OPERATE TO INCREASE THIS COMPANY'S TOTAL LIMITS PER OCCURRENCE OR IN THE AGGREGATE BEYOND THOSE EXPRESSED IN THE POLICY DECLARATION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

OCTOBER 28, 1992

ORGNAL

THIS ENDORSEMENT #: 3 , 1	EFFECTIVE:	<u>OCTOBER</u>	18, 1992
ATTACHED TO AND FORMING PAR	TOTATOV	# > NH	4990 W
			4000 14
OF THE: AMERICAN HOM	E ASSURANCE	COMPANY	A
ISSUED TO: FOSS MARITIM	E COMPANY, I	T AL	

EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT

SCHEDULED LIMITS OF LIABILITY

\$\frac{AS}{PER} \text{ ATTACHED} \text{EACH CLAIM} \\
\$\frac{AS}{PER} \text{ ATTACHED} \text{ AGGREGATE}

I. EMPLOYEE BENEFITS LIABILITY COVERAGE

THE COMPANY WILL PAY ON BEHALF OF THE INSURED ALL SUMS IN EXCESS OF THE DEDUCTIBLE AMOUNT WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES ON ACCOUNT OF ANY CLAIM AGAINST THE INSURED ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION WITHIN THE POLICY TERRITORY, IN THE ADMINISTRATION OF THE NAMED INSURED'S EMPLOYEE BENEFITS PROGRAMS, PROVIDED SUCH CLAIM IS FIRST MADE AGAINST THE INSURED DURING THE PERIOD THIS INSURANCE IS IN FORCE AND THE INSURED AT THE EFFECTIVE DATE OF THIS INSURANCE HAD NO KNOWLEDGE OF OR COULD NOT HAVE REASONABLY FORESEEN ANY CIRCUMSTANCES WHICH MIGHT RESULT IN A CLAIM OR SUIT.

THE COMPANY SHALL HAVE THE RIGHT AND DUTY TO DEFEND ANY SUIT AGAINST THE INSURED SEEKING DAMAGES ON ACCOUNT OF SUCH CLAIM, EVEN IF ANY OF THE ALLEGATIONS OF THE SUIT ARE GROUNDLESS, FALSE OR FRAUDULENT, AND MAY MAKE SUCH INVESTIGATION AND SETTLEMENT OF ANY CLAIM OR SUIT AS IT DEEMS EXPEDIENT, BUT THE COMPANY SHALL NOT BE OBLIGATED TO PAY ANY CLAIM OR JUDGMENT OR TO DEFEND ANY SUIT AFTER THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY HAS BEEN EXHAUSTED BY PAYMENT, ON ACCOUNT OF ONE OR MORE CLAIMS TO WHICH THIS INSURANCE APPLIES, OF JUDGMENTS OR SETTLEMENTS OR OF SUMS DESCRIBED IN THE "SUPPLEMENTARY PAYMENTS" PROVISION, OR BOTH.

EXCLUSIONS

- A. ANY CLAIM ARISING OUT OF:
 - 1. BODILY INJURY OR PROPERTY DAMAGE;



- 2. ANY DISHONEST, FRAUDULENT, CRIMINAL OR MALICIOUS ACT OR OUT OF LIBEL, SLANDER, DISCRIMINATION OR HUMILIATION;
- 3. THE FAILURE OF ANY INVESTMENT OR SAVINGS PROGRAM TO PERFORM AS REPRESENTED BY AN INSURED;
- 4. ADVICE GIVEN BY AN INSURED TO AN EMPLOYEE TO PARTICIPATE OR NOT TO PARTICIPATE IN ANY INVESTMENT OR SAVINGS PROGRAM;
- B. ANY CLAIM ARISING OUT OF THE FAILURE OF THE INSURED, OR ANY INSURER, FIDUCIARY TRUSTEE OR FISCAL AGENT, TO PERFORM ANY OF THEIR OBLIGATIONS OR TO FULFILL ANY OF THEIR GUARANTEES WITH RESPECT TO:
 - 1. THE PAYMENT OF BENEFITS UNDER EMPLOYEE BENEFIT PROGRAMS; OR
 - 2. THE PROVIDING, HANDLING OR INVESTMENT OF FUNDS RELATED THERETO.

II. LIMITS OF LIABILITY - DEDUCTIBLE

REGARDLESS OF THE NUMBER OF INSUREDS UNDER THIS POLICY, OR CLAIMS MADE OR SUITS BROUGHT ON ACCOUNT OF ALLEGED ACTS OR OMISSIONS BY AN INSURED, THE COMPANY'S LIABILITY IS LIMITED AS FOLLOWS:

WITH RESPECT TO THIS INSURANCE, THE LIMIT OF LIABILITY STATED IN THE SCHEDULE AS APPLICABLE TO "EACH CLAIM" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY, INCLUDING LIABILITY FOR ALL DAMAGES AND FOR ALL COSTS, EXPENSES AND PREMIUMS FOR RELEASE OF ATTACHMENT OR APPEAL BONDS DESCRIBED IN THE "SUPPLEMENTARY PAYMENTS" PROVISIONS AND INCURRED IN ACCORDANCE THEREWITH, ON ACCOUNT OF EACH CLAIM TO WHICH THIS INSURANCE APPLIES.

FOR THE PURPOSE OF APPLYING THE LIMITS OF THE COMPANY'S LIABILITY, ALL DAMAGES CLAIMED BY ONE EMPLOYEE AS THE RESULT OF A SERIES OF ACTS OR OMISSIONS SHALL BE CONSIDERED AS COMPRISING ONE CLAIM.

THE SUM OF \$50,000. SHALL BE DEDUCTED FROM THE TOTAL AMOUNT OF DAMAGES, EXCLUSIVELY OF SUCH COSTS, EXPENSES AND PREMIUMS, ON ACCOUNT OF EACH OCCURRENCE. ALL THE TERMS OF THIS INSURANCE APPLY IRRESPECTIVE OF THE APPLICATION OF THE DEDUCTIBLE AMOUNT AND THE COMPANY MAY PAY ANY PART OR ALL OF THE DEDUCTIBLE AMOUNT TO EFFECT SETTLEMENT OF ANY CLAIM OR SUIT, AND, UPON NOTIFICATION OF THE ACTIONS TAKEN, THE INSURED SHALL



PROMPTLY REIMBURSE THE COMPANY FOR SUCH PART OF THE DEDUCTIBLE AMOUNT AS HAS BEEN PAID BY THE COMPANY.

THE LIMIT OF LIABILITY STATED IN THE SCHEDULE AS "AGGREGATE". IS, SUBJECT TO THE ABOVE PROVISION RESPECTING "EACH CLAIM", THE TOTAL LIMIT OF THE COMPANY'S LIABILITY, INCLUDING LIABILITY FOR ALL DAMAGES AND FOR ALL SUCH COSTS, EXPENSES AND BOND PREMIUMS INCURRED, ON ACCOUNT OF ALL CLAIMS TO WHICH THIS INSURANCE APPLIES.

III. ADDITIONAL DEFINITIONS

WHEN USE IN REFERENCE TO THIS INSURANCE (INCLUDING ENDORSEMENTS FORMING A PART OF THIS POLICY):

- A. "ADMINISTRATION" MEANS:
 - 1. GIVING COUNSEL TO EMPLOYEES OF THE NAMED INSURED INCLUDING THE EMPLOYEE'S DEPENDENTS AND BENEFICIARIES WITH RESPECT TO ELIGIBILITY IN OR SCOPE OF EMPLOYEE BENEFIT PROGRAMS AVAILABLE TO SUCH EMPLOYEE BY VIRTUE OF HIS EMPLOYMENT BY THE NAMED INSURED;
 - 2. HANDLING OF RECORDS IN CONNECTION WITH EMPLOYEE BENEFIT PROGRAMS;
 - 3. EFFECTING OR TERMINATING ENROLLMENT OF ANY EMPLOYEE OF THE NAMED INSURED UNDER EMPLOYEE BENEFIT PROGRAMS;

PROVIDED ALL SUCH ACTS ARE AUTHORIZED BY THE NAMED INSURED.

B. "EMPLOYEE BENEFIT PROGRAMS" MEANS A FORMAL PROGRAM
OR PROGRAMS OF EMPLOYEE BENEFITS MAINTAINED IN
CONNECTION WITH THE BUSINESS OR OPERATIONS OF THE
NAMED INSURED COVERED BY THE BODILY INJURY OR
PROPERTY DAMAGE LIABILITY COVERAGES IN THIS
POLICY, SUCH AS BUT NOT LIMITED TO GROUP LIFE
INSURANCE, GROUP ACCIDENT & HEALTH INSURANCE,
PENSION PLANS, EMPLOYEE STOCK SUBSCRIPTION PLANS,
WORKERS COMPENSATION, UNEMPLOYMENT INSURANCE,
SOCIAL SECURITY AND DISABILITY BENEFITS.

IV. CONDITIONS

A. ALL OF THE CONDITIONS OF THIS POLICY APPLY TO THIS INSURANCE EXCEPT "FINANCIAL RESPONSIBILITY LAWS" AND "OTHER INSURANCE".



B. EXCESS INSURANCE: THIS INSURANCE SHALL BE EXCESS INSURANCE OVER ANY OTHER VALID AND COLLECTIBLE INSURANCE AVAILABLE TO THE ASSURED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

OCTOBER 28, 1992

THIS ENDORSEMEN!	L' #: <u>4</u> , El	FFECTIVE: OCTOBER 18, 1	.992
ATTACHED TO AND	FORMING PART	OF POLICY #: AH 4990	W
		ASSURANCE COMPANY	
•		COMPANY, ET AL	

(SUDDEN AND ACCIDENTAL BASIS)

THIS INSURANCE DOES NOT CONSTITUTE EVIDENCE OF FINANCIAL RESPONSIBILITY UNDER THE OIL POLLUTION ACT OF 1990 OR ANY SIMILAR FEDERAL OR STATE LAW AND IT IS A CONDITION OF THIS INSURANCE THAT IT SHALL NOT BE SUBMITTED TO THE UNITED STATES COAST GUARD OR ANY OTHER FEDERAL OR STATE AGENCY AS EVIDENCE OF FINANCIAL RESPONSIBILITY. THE UNDERWRITERS DO NOT CONSENT TO BE GUARANTORS.

SUCH COVERAGE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY TO ANY CLAIM ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE, OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS, OIL OR OTHER PETROLEUM SUBSTANCE OR DERIVATIVE (INCLUDING ANY OIL REFUSE OR OIL MIXED WASTES) OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE, OR ANY WATERCOURSE OR BODY OF WATER.

THIS EXCLUSION SHALL NOT APPLY, HOWEVER, PROVIDED THAT THE ASSURED ESTABLISHES THAT ALL OF THE FOLLOWING CONDITIONS HAVE BEEN MET:

- (A) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE WAS ACCIDENTAL AND WAS NEITHER EXPECTED NOR INTENDED BY THE ASSURED. A DISCHARGE, DISPERSAL, RELEASE OR ESCAPE SHALL NOT BE CONSIDERED UNINTENDED OR UNEXPECTED UNLESS CAUSED BY SOME INTERVENING EVENT NEITHER FORESEEABLE NOR INTENDED BY THE ASSURED.
- (B) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE CAN BE IDENTIFIED AS COMMENCING AT A SPECIFIC TIME AND DATE DURING THE TERM OF THE POLICY.
- (C) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE BECAME KNOWN TO THE ASSURED WITHIN 72 HOURS AFTER ITS COMMENCEMENT.



- (D) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE WAS REPORTED IN WRITING TO THESE UNDERWRITERS WITHIN 30 DAYS AFTER HAVING BECOME KNOWN TO THE ASSURED.
- (E) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE DID NOT RESULT FROM THE ASSURED'S INTENTIONAL AND WILLFUL VIOLATION OF ANY GOVERNMENT STATUTE, RULE OR REGULATION.

NOTHING CONTAINED IN THIS ENDORSEMENT SHALL OPERATE TO PROVIDE ANY COVERAGE WITH RESPECT TO:

- (1) LOSS OF, DAMAGE TO OR LOSS OF USE OF PROPERTY DIRECTLY OR INDIRECTLY RESULTING FROM SUBSIDENCE CAUSED BY SUBSURFACE OPERATIONS OF THE ASSURED;
- (2) REMOVAL OF, LOSS OF OR DAMAGE TO SUBSURFACE OIL, GAS OR ANY OTHER SUBSTANCE;
- (3) FINES, PENALTIES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, TREBLE DAMAGES OR ANY OTHER DAMAGES RESULTING FROM THE MULTIPLICATION OF COMPENSATORY DAMAGES;
- (4) ANY SITE OR LOCATION USED IN WHOLE OR IN PART FOR THE HANDLING, PROCESSING, TREATMENT, STORAGE, DISPOSAL OR DUMPING OF ANY WASTE MATERIALS OR SUBSTANCES OR THE TRANSPORTATION OF ANY WASTE MATERIALS OR SUBSTANCES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

OCTOBER 28, 1992



THIS ENDORSEMEN	IT #:_5, E	FFECTIVE:	NOVEMBER 13, 1992
ATTACHED TO ANI	FORMING PART	OF POLICY #:_	AH 4990 W
OF THE:	AMERICAN HOME	ASSURANCE COM	1PANY
ISSUED TO:	FOSS MARITIME	COMPANY, ET A	AL

IN CONSIDERATION OF PREMIUM TO BE EARNED, IT IS HEREBY UNDERSTOOD AND AGREED THAT:

- A. EFFECTIVE WITH THE ACQUISITION OF CERTAIN ASSETS OF BURLINGTON ENVIRONMENTAL ON NOVEMBER 13, 1992, COVERAGE AFFORDED UNDER THIS POLICY FOR FOSS ENVIRONMENTAL, INC. IS RESTRICTED TO MARINE ACTIVITIES ONLY. ALL NON-MARINE, SHORESIDE AND UPLAND EXPOSURES, AS WELL AS EXPOSURES EMANATING FROM THE SALE AND/OR LEASE OF EQUIPMENT BY FOSS ENVIRONMENTAL, INC. ARE EXCLUDED. THE ABOVE RESTRICTION IN COVERAGE DOES NOT APPLY TO COVERAGE PROVIDED BY ENDORSEMENT #2, "STOP GAP ENDORSEMENT", OR ENDORSEMENT #3, "EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT", OR OTHER SCHEDULED ASSUREDS UNDER THIS POLICY.
- B. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE GROSS RECEIPTS FOR THE MARINE RELATED ACTIVITIES OF FOSS ENVIRONMENTAL, INC. ARE TO BE INCLUDED IN THE <u>OUARTERLY</u> REPORTS OF GROSS RECEIPTS AS PER "SPECIAL CONDITIONS AND WARRANTIES, CLAUSE 8. RATES & PREMIUM".
- C. THE "SPECIAL CONDITIONS AND WARRANTIES, CLAUSE 8. RATES & PREMIUM" IS AMENDED TO READ AS FOLLOWS:
 - THE ASSURED, BY ACCEPTANCE OF RATES & PREMIUM: THIS POLICY, AGREES TO KEEP AN ACCURATE RECORD OF ALL GROSS CHARGES FOR OPERATIONS COVERED UNDER THE TERMS AND CONDITIONS OF THIS POLICY, WHICH RECORD SHALL BE OPEN TO EXAMINATION BY REPRESENTATIVES OF THIS COMPANY AT ALL TIMES DURING BUSINESS HOURS, DURING THE TERM OF THE POLICY OR THEREAFTER, AND FURTHER AGREES TO REPORT TO THIS COMPANY ON AN QUARTERLY BASIS, ON OR BEFORE TEN (10) DAYS AFTER THE PRECEDING THREE (3) MONTHS THE TOTAL AMOUNT THEREOF (COLLECTED OR UNCOLLECTED), FOR PRECEDING THREE (3) MONTHS OR SUCH PERIOD AS IS WITHIN THE TERM OF THIS POLICY: THE EARNED PREMIUM HEREUNDER TO BE COMPUTED THEREON AT THE RATE OF \$1.20 PER EACH \$100.00 OF GROSS RECEIPTS OF SHIP REPAIRERS, STEVEDORE, LANDING DOCK BAILEE, LOG STORAGE ACTIVITIES, AND ENVIRONMENTAL MARINE



ACTIVITIES UP TO THE AMOUNT OF \$7,500,000.00 AND \$.96 PER EACH \$100.00 OF GROSS RECEIPTS OF SHIP REPAIRERS, STEVEDORE, LANDING DOCK BAILEE, LOG STORAGE AND ENVIRONMENTAL MARINE ACTIVITIES OVER THE AMOUNT OF \$7,500,000.00 AND APPLIED AGAINST THE MINIMUM AND DEPOSIT PREMIUM UNTIL SAME IS EXHAUSTED, FOLLOWING WHICH ALL FURTHER EARNED PREMIUM SHALL BE DUE AND PAYABLE TO THIS COMPANY AT THE TIME OF FILING THE REPORT ON WHICH THE EARNED PREMIUM IS DUE. THIS COMPANY SHALL HAVE THE RIGHT OF SETOFF AGAINST THE CLAIMS PAYABLE TO THE ASSURED UNDER THIS POLICY OF ANY PREMIUM DUE IT IS AGREED THAT THE MINIMUM PREMIUM HEREUNDER. HEREUNDER SHALL BE \$95,000.00. THE DEPOSIT PREMIUM, PAYABLE UPON ATTACHMENT OF THIS POLICY, SHALL BE \$95,000.00.

QUARTERLY REPORTS DUE AS FOLLOWS:

4TH QUARTER - AUGUST 1/OCTOBER 31

QUARTER - PERIOD	REPORTS DUE
•	
1ST QUARTER - NOVEMBER 1/JANUARY 3	1 FEBRUARY 10
2ND QUARTER - FEBRUARY 1/APRIL 30	MAY 10
3RD QUARTER - MAY 1/JULY 31	AUGUST 10

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

MARCH 22, 1993



NOVEMBER 1

THIS ENDORSEMEN	T #: 6, EF	TECTIVE:	VARIOUS
ATTACHED TO AND	FORMING PART	OF POLICY #:	AH 4990 W
OF THE:	AMERICAN HOME	ASSURANCE COMPAN	ΙΥ
ISSUED TO:	FOSS MARITIME	COMPANY, ET AL	

EFFECTIVE NOVEMBER 5TH, 1992 IT IS HEREBY UNDERSTOOD AND AGREED THAT:

NATIONAL FISHERMAN EXPOSITION 5 MILK STREET P.O. BOX 7437 PORTLAND, ME 04112-7437

IS ADDED AS AN ADDITIONAL ASSURED ONLY AS RESPECTS THIER INTERESTS IN THE ASSURED'S OPERATIONS AT THE EXPOSITION BEING HELD AT THE WASHINGTON CONVENTION CENTER IN NOVEMBER 1992.

IT IS FURTHER UNDERSTOOD AND AGREED THAT EFFECTIVE MARCH 12, 1993:

SIMPSON TACOMA CRAFT COMPANY ATTN: DUANE PEARSON 1201 3RD AVENUE SEATTLE, WA 98101-3009

IS ADDED AS AN ADDITIONAL ASSURED ONLY AS RESPECTS THIER INTERESTS IN THE ASSUREDS OPERATIONS AT STKCO PROPERTY LOCATED ADJACENT TO THE MIDDLE WATERWAY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SEX FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

MARCH 22, 1993



THIS ENDORSEM	IENT #: 7 , EFFECTIVE:	VARIOUS
ATTACHED TO A	AND FORMING PART OF POLIC	CY #:AH 4990 W
OF THE:	AMERICAN HOME ASSURANC	CE COMPANY
ISSUED TO:	FOSS MARITIME COMPANY,	ET AL

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE "SPECIAL CONDITIONS AND WARRANTIES" IS AMENDED AS FOLLOWS:

1. EFFECTIVE OCTOBER 18, 1992, "CLAUSE 1. SCHEDULE OF NAMED INSUREDS" IS AMENDED TO READ:

FOSS MARITIME COMPANY
FOSS TITLE XI, INC.
PACIFIC MARINE CONSTRUCTORS, INC.
FOSS L & T COMPANY
FOSS ALASKA LINE, INC.
GULF CARIBE MARITIME, INC.
TRC. AS THEIR INTERESTS MAY APPEAR
FOSS ENVIRONMENTAL SERVICES COMPANY
FOSS PACIFIC SOUTHWEST
PACIFIC TOWBOAT & SALVAGE COMPANY

2. EFFECTIVE OCTOBER 18, 1992, "CLAUSE 2. SCHEDULE OF LOCATIONS", FOSS MARITIME COMPANY'S SEATTLE ADDRESS IS AMENDED TO READ:

FOSS MARITIME COMPANY 660 WEST EWING STREET SEATTLE, WASHINGTON 98119

3. EFFECTIVE NOVEMBER 13, 1992, THE FOLLOWING LOCATIONS ARE ADDED TO THE "CLAUSE 2. SCHEDULE OF LOCATIONS":

FOSS ENVIRONMENTAL SERVICES COMPANY 7440 WEST MARGINAL WAY SOUTH SEATTLE, WASHINGTON 98108

FOSS ENVIRONMENTAL SERVICES COMPANY 5420 NORTH LAGOON DRIVE PORTLAND, OREGON 97217

FOSS ENVIRONMENTAL SERVICES COMPANY PIER D
BERTH D-47
LONG BEACH, CALIFORNIA 90802

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

APRIL 14, 1993



THIS ENDORSEMENT	#: <u>8</u> , EFFECTIVE:	JUNE 11, 1993
ATTACHED TO AND F	ORMING PART OF POLICY #:	AH 4990 W
OF THE: AM	ERICAN HOME ASSURANCE COMPAN	ΙΥ
ISSUED TO:FO	SS MARITIME COMPANY, ET AL	

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CITY OF SEATTLE IS NAMED AN ADDITIONAL ASSURED SOLELY REGARDING WORK PERFORMED BY FOSS MARITIME COMPANY UNDER CONTRACT # TBA.

IT IS FURTHER UNDERSTOOD AND AGREED THAT SHOULD THIS POLICY BE CANCELED BEFORE THE EXPIRATION DATE THEREOF 30 DAYS PRIOR WRITTEN NOTICE WILL BE PROVIDED THE CITY OF SEATTLE AT THE FOLLOWING ADDRESS:

CITY OF SEATTLE SEATTLE PURCHASING SERVICES SECTION 700 - 3RD AVENUE SUITE 910 SEATTLE, WA 98104

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

JUNE 11, 1993



NEW YORK, NEW YORK A CAPITAL STOCK COMPANY FOUNDED 1853

AMERICAN INTERNATIONAL MARINE AGENCY

THREE EMBARCADERO CENTER SAN FRANCISCO, CALIFORNIA 94111

Amount \$ 1,000,000.00

Rate AGREED

Premium \$ 110,000.00

BY THIS POLICY OF INSURANCE

Does insure

FOSS MARITIME COMPANY, ET AL

660 WEST EWING STREET

SEATTLE, WASHINGTON 98119

For account of

THEMSELVES

Loss, if any, payable to

ASSURED, OR ORDER

To the amount of

ONE MILLION DOLLARS AND NO CENTS (AS PER POLICY ATTACHED) ---- Dollars

rom noon

OCTOBER 18, 1993, 12:01 AM, PACIFIC STANDARD TIME to OCTOBER 18, 1994, 12:01 AM, PACIFIC STANDARD TIME

On

COMPREHENSIVE MARINE LIABILITY

Subject to conditions of form attached herein.

AS PER FORMS ATTACHED

ORIGINAL

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO the conditions which are hereby specially referred to and made part of this Policy, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive or be deemed to have waived any provision or condition of this Policy unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the Assured unless so written or attached.

In Witness Whereof, the said American Home Assurance Company has caused this Policy to be signed by its President and Secretary, but it shall not be valid unless countersigned by a duly authorized representative of the Company.

Darion E. Japan Secretary

Countersigned at SEATTLE, WASHINGTON

this 26th day of JANUARY

...19<u>.94</u>...

Turidant Stasidant

Avent.

COMPREHENSIVE MARINE LIABILITY

GENERAL CONDITIONS

Named Insured:	FOSS MARITIME COMPANY, ET AL
Address of Insured:	660 WEST EWING STREET
	SEATTLE, WASHINGTON 98119

Loss, if any, payable to the Insured, or order.

- I. In consideration of the payment of the premium, and subject to all the terms of this policy, the company agrees to cover the Insured(s) named herein.
- Limit of Liability: It is understood and agreed that II. the liability of this Company shall not exceed one \$1,000,000.00 any occurrence, including supplementary payments. It is further understood and agreed that the liability of this company shall not exceed \$1,000,000.00 any one policy period with respect to liability included within the products hazard or completed operations hazard, with respect to liability arising out of operations performed for the Insured by independent contractors, or with respect to any other liability for which the limit of liability is defined herein as aggregate.
- III. <u>Deductible</u>: No claim shall be payable under this policy unless the aggregate liability for any one occurrence, including supplementary payments, exceeds the sum of \$10,000.00 and this sum shall be deducted from the amount payable hereunder for each occurrence.
- IV. <u>Term</u>: This policy shall cover all occurrences on or after <u>OCTOBER 18, 1993</u> and prior to <u>OCTOBER 18, 1994</u>, beginning and ending at 12:01 AM, Pacific Standard Time unless sooner terminated as hereinafter provided.
- V. Premium and Reporting:
 - A. (As Attached)
- VI. <u>Policy Territory</u>: This insurance applies only to injury or damage caused by an occurrence within the policy territory described as follows:

Worldwide, provided suit is first brought in Canada, the U.S., it territories or possessions.

- VII. Inspection and Audit: The company shall be permitted but not obligated to inspect the Named Insured's property and operations at any reasonable time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.
- VIII. This policy is subject to Special Conditions and Warranties as attached.

SPECIAL CONDITIONS AND WARRANTIES

1. SCHEDULE OF NAMED INSUREDS TO READ AS FOLLOWS:

FOSS MARITIME COMPANY FOSS TITLE XI, INC. PACIFIC MARINE CONSTRUCTORS, INC. FOSS L & T COMPANY FOSS ALASKA LINE, INC. GULF CARIBE MARITIME, INC. TRC. AS THEIR INTERESTS MAY APPEAR FOSS ENVIRONMENTAL SERVICES COMPANY FOSS PACIFIC SOUTHWEST PACIFIC TOWBOAT & SALVAGE COMPANY FOSS - SEARIVER, A JOINT VENTURE BRIX MARITIME COMPANY BRIX CORPORATION BRIX MARITIME BARGING, INC. KNAPPTON CORPORATION KNAPPTON MARITIME CORPORATION MARINE EQUIPMENT LEASING COMPANY THE SIEGFRIED COMPANY OREGON CITY BOOM, INC. SUN DIAL BOOMING COMPANY BRIX RAFTING AND SORTING COMPANY BRIX MARITIME TOWING LAFFERTY TRANSPORTATION COMPANY CARSLIP COMPANY SEA COAST TOWING, INC. COLUMBIA RIVER LOG SERVICES, A JOINT VENTURE DEEP RIVER RAFTING AND SORTING BRIXCO, INC. SORT-WELL, INC. TWEED TOWING, INC. TWEED MARINE, INC. TWEED TOWING FOUR SEASONS LEASING COMPANY WILLAMETTE RIVER LOG SERVICES, A JOINT VENTURE RAINIER BOAT REPAIR

TOTEM RESOURCES CORPORATION SOLELY AS RESPECTS THEIR INTERESTS IN THE OPERATIONS OF FOSS MARITIME COMPANY AND/OR ITS SUBSIDIARIES

AND ALL SUBSIDIARY COMPANIES, INCLUDING SUBSIDIARIES THEREOF, OF THE FIRST NAMED INSURED.

2. SCHEDULE OF LOCATIONS TO READ AS FOLLOWS:

FOSS MARITIME COMPANY
937 BOAT HAVEN DRIVE
PORT ANGELES, WASHINGTON 98362



FOSS MARITIME COMPANY
P.O. BOX 937
BELLINGHAM, WASHINGTON 98227

FOSS MARITIME COMPANY 201 EAST THIRD AVENUE SUITE 300 ANCHORAGE, ALASKA 99501

PACIFIC TOWBOAT & SALVAGE COMPANY P.O. BOX 1940 PIER D BERTH 35 LONG BEACH, CALIFORNIA 90802

FOSS MARITIME COMPANY P.O. BOX 720 EVERETT, WASHINGTON 98206

FOSS MARITIME COMPANY
P.O. BOX 711
HOQUIAM, WASHINGTON 98550-0711

FOSS MARITIME COMPANY 6600 WEST EWING STREET SEATTLE, WASHINGTON 98119

GULF CARIBE MARITIME, INC. 260 NORTH JACKSON STREET SUITE A MOBILE, ALABAMA 36603

FOSS MARITIME COMPANY 128 PIONEER DRIVE VALDEZ, ALASKA

FOSS MARITIME COMPANY
GENERAL DYNAMICS HARBOR DRIVE FACILITY
PORT OF SAN DIEGO, CALIFORNIA

FOSS MARITIME COMPANY PORT OF PONCE PUERTO RICO

FOSS - SEARIVER, A JOINT VENTURE 150 - A WEST INDUSTRIAL WAY BENICIA, CALIFORNIA

FOSS ENVIRONMENTAL SERVICES COMPANY 7440 WEST MARGINAL WAY SOUTH SEATTLE, WASHINGTON 98108-4141

FOSS ENVIRONMENTAL SERVICES COMPANY

5420 NORTH LAGOON DRIVE PORTLAND, OREGON 97210

FOSS ENVIRONMENTAL SERVICES COMPANY PIER D BERTH D-47 LONG BEACH, CALIFORNIA 90802

BRIX MARITIME COMPANY 9030 NORTHWEST ST. HELENS ROAD PORTLAND, OREGON

BRIX MARITIME COMPANY FOOT OF 14TH STREET ASTORIA, OREGON

BRIX MARITIME COMPANY 611 A STREET EAST RAINIER, OREGON

BRIX MARITIME COMPANY 1580 WEST BLACKWELL ROAD COEUR D'ALENE, IDAHO

COLUMBIA RIVER LOG SERVICES DIKE ROAD BINGEN, WASHINGTON

BRIX RAFTING & SORTING 5501 NORTHEAST 223RD DRIVE FAIRVIEW, OREGON 97124

OREGON CITY BOOM 18TH & CLACKAMETTE OREGON CITY, OREGON

OREGON CITY LOG YARD AGNES STREET OREGON CITY, OREGON

BRIX MARITIME COMPANY 2501 SOUTHEAST COLUMBIA WAY SUITE 240 VANCOUVER, WASHINGTON

BRIX MARITIME COMPANY 907 D STREET LEWISTON, IDAHO

BRIX MARITIME BARGING 353 ALASKAN WAY SOUTH SEATTLE, WASHINGTON

BRIX MARITIME COMPANY



WILMA, WASHINGTON

BRIX MARITIME COMPANY TROUTDALE, OREGON

BRIX MARITIME COMPANY 8940 NORTH BRADFORD PORTLAND, OREGON

RAINIER BOAT REPAIR 611 A STREET EAST RAINIER, OREGON

3. SCHEDULE OF ADDITIONAL ASSUREDS: TO READ AS FOLLOWS:

ADDITIONAL ASSURED

SOLELY WITH RESPECT TO THE NAMED ASSURED'S OPERATIONS ONLY AS FOLLOWS:

PORT OF BELLINGHAM
P.O. BOX 1737
BELLINGHAM, WA 98227-1737

LEASED PREMISES AT WHATCOM INTERNATIONAL SHIPPING TERMINAL

CAVENHAM FOREST
INDUSTRIES DIVISION
HANSON NATURAL RESOURCES COMPANY
1800 SOUTHWEST FIRST AVENUE
SUITE 500
PORTLAND, OREGON 97210-5322

PURCHASE ORDER #909943 ONLY.

COAST CRANE COMPANY OF WA 1531 UTAH AVENUE SOUTH SEATTLE, WA 98124 INTEREST IN ALL LEASED EQUIPMENT.

DIVERSIFIED EXPOSITIONS, INC. P.O. BOX 7437 PORTLAND, MAINE 04112-7437

AS RESPECTS FISH EXPO 94' BEING HELD AT THE WASHINGTON STATE CONVENTION CENTER.

CITY OF SEATTLE
MUNICIPALITY OF
METROPOLITAN SEATTLE
CH2M HILL NORTHWEST, INC.
M. A. MORTENSON COMPANY
1400 UTAH STREET
SEATTLE, WASHINGTON 98199

WEST POINT TREATMENT PLANT ONLY.

NORTHWEST CONTAINER CORPORATION 3121 SOUTHWEST MOODY AVENUE PORTLAND, OREGON 97201 AS RESPECTS THEIR INTEREST IN THE PROPERTY LOCATED AT



STATE OF OREGON
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISIONS
1225 FERRY STREET SE
SALEM, OR 97310-1530

PACIFIC AMERICAN
COMMERCIAL COMPANY
P.O. BOX 3742
SEATTLE, WASHINGTON 98124

PACIFIC SHIP REPAIR AND FABRICATION, INC. 1625 RIGEL STREET SAN DIEGO, CA 92113 ATTN: BRENDA JOHNSON

PHILIPS PETROLEUM COMPANY P.O. BOX 1967 HOUSTON, TEXAS 77251-1967 ATTN: J.R. JACKSON

PORTLAND GENERAL
ELECTRIC COMPANY
121 SOUTHWEST SALMON STREET
PORTLAND, OREGON 97204

PORT OF PORTLAND P.O. BOX 3529 PORTLAND, OREGON 97208

SAN DIEGO UNIFIED PORT DISTRICT CONTROLLER'S OFFICE P.O. BOX 488 SAN DIEGO, CALIFORNIA 92112

CITY OF SEATTLE SEATTLE PURCHASING DIVISION 910 ARCTIC BUILDING 700 3RD AVENUE SEATTLE, WASHINGTON 98104

PORT OF SEATTLE

125 WEST "E" STREET, WILMINGTON, CA.

THE STATE OF OREGON, ITS DEPARTMENTS, DIVISIONS, OFFICERS, EMPLOYEES, MEMBERS AND AGENTS ARE NAMED AS ADDITIONAL INSUREDS, EXCEPT FOR WORKERS' COMPENSATION INSURANCE.

EQUIPMENT RENTED UNDER RENTAL AGREEMENT NO. RA-38101

THEIR INTEREST IN THE INSURED'S OPERATIONS.

OPERATIONS OF FOSS MARITIME COMPANY, ET AL UNDER THEIR MASTER TIME CHARTER AGREEMENT, INCLUDING WAIVER OF SUBROGATION.

WORK PERFORMED BY THE NAMED ASSURED FOR PORTLAND GENERAL ELECTRIC COMPANY.

TO THE OPERATIONS OF THE NAMED ASSURED.

TO THE OPERATIONS OF THE NAMED ASSURED.

THEIR BOAT IN THE CARE, CUSTODY AND CONTROL OF THE INSURED UNDER CONTRACT # TBD.

LEASE #M-1700 FOR



P.O. BOX 1209 SEATTLE, WA 98111 ATTN: MARINE TERMINALS PREMISES AT TERMINAL 107.

PORT OF SEATTLE
P.O. BOX 1209
SEATTLE, WA 98111
ATTN: MARINE TERMINALS

LEASE AT TERMINAL 91.

SHELL OIL COMPANY P.O. BOX 4655 HOUSTON, TEXAS 77210-4655 OPERATIONS PERFORMED BY FOSS ON SHELL'S PREMISES.

SIMPSON TACOMA CRAFT COMPANY 1201 3RD AVENUE SEATTLE, WASHINGTON 98101-3009 ASSURED'S OPERATIONS ON STKO PROPERTY LOCATED ADJACENT TO THE MIDDLE WATERWAY.

PORT OF TACOMA P.O. BOX 1837 TACOMA, WA 98401-1837 ATTN: REAL ESTATE DEPT. ADDITIONAL ASSURED & HELD HARMLESS AS RESPECTS MOORAGE & PIER LEASE, PREMISES LEASED AT BARGE PIER BERTH B LOCATED AT 401 ALEXANDER AVENUE, TACOMA, WA AND MOORAGE ACREAGE IN MILWAUKEE WATERWAY.

UNIVERSITY OF WASHINGTON PURCHASING DEPARTMENT 3917 UNIVERSITY WAY NORTHEAST SEATTLE, WASHINGTON 98105 MOORAGE FOR THE "THEA FOSS" AT THE UW DURING FOOTBALL GAMES.

UNION OIL COMPANY OF CALIFORNIA
DBA UNOCAL
ATTN: CIG
SUITE 439B
P.O. BOX 7600
LOS ANGELES, CA 90051

OPERATIONS PERFORMED BY THE NAMED ASSURED.

UNOCAL NORTH AMERICAN
OIL & GAS DIVISION
P.O. BOX 4531
HOUSTON, TX 77210-4531

BLANKET CONTRACT
BETWEEN INSURED AND
UNOCAL NORTH
AMERICAN

JAMES W. WREY, JR.
DINAH-SUE WREY, AND
ROYANN TAYLOR
318 GRANT STREET
HOQUIAM, WASHINGTON 98550

FOSS MARITIME'S USE OF THEIR DOCK.

WSMC

WITH A WAIVER OF

c/o MARINE EXCHANGE 2701 FIRST AVENUE SUITE 110 SEATTLE, WA 98121 SUBROGATION AS REGARDS THEIR INTEREST IN THE STATE CLEAN UP CONTRACT.

BP MARINE LEASING P.O. BOX 1658 PORTLAND, OREGON 97207 THE LEASE OF A BARGE TO BRIX MARITIME COMPANY.

- 4. IT IS HEREBY UNDERSTOOD AND AGREED THAT THE COVERAGES INCORPORATED IN THIS POLICY OF INSURANCE ARE PROVIDED FOR THE OPERATIONS OF FOSS MARITIME COMPANY, ET AL ONLY AND SPECIFICALLY EXCLUDES THE UNRELATED ACTIVITIES OF TOTEM OCEAN TRAILER EXPRESS AND ANY OTHER TOTEM RESOURCE CORPORATION SUBSIDIARIES.
- 5. AS RESPECTS THE OPERATION OF FOSS ENVIRONMENTAL, INC.:
 - IT IS HEREBY UNDERSTOOD AND AGREED THAT COVERAGE AFFORDED UNDER THIS POLICY FOR FOSS ENVIRONMENTAL. INC. IS RESTRICTED TO MARINE ACTIVITIES ONLY. ALL NON-MARINE, SHORESIDE AND UPLAND EXPOSURES, AS WELL AS EXPOSURES EMANATING FROM THE SALE AND/OR LEASE OF EQUIPMENT BY FOSS ENVIRONMENTAL, INC. ARE EXCLUDED. THE ABOVE RESTRICTION IN COVERAGE DOES NOT APPLY TO COVERAGE PROVIDED BY ENDORSEMENT #2, "STOP GAP ENDORSEMENT", OR ENDORSEMENT BENEFITS "EMPLOYEE LIABILITY COVERAGE ENDORSEMENT", OR OTHER SCHEDULED ASSUREDS UNDER THIS POLICY.
 - B. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE GROSS RECEIPTS FOR THE MARINE RELATED ACTIVITIES OF FOSS ENVIRONMENTAL, INC. ARE TO BE INCLUDED IN THE SEMI-ANNUAL REPORTS OF GROSS RECEIPTS AS PER "SPECIAL CONDITIONS AND WARRANTIES, CLAUSE 9. RATES & PREMIUM".
- OF COMPLYING WITH THE DEDUCTIBLE REQUIREMENTS OF THE WASHINGTON STATE PESTICIDE APPLICATORS FINANCIAL RESPONSIBILITY INSURANCE CERTIFICATE THE POLICY DEDUCTIBLE IS REDUCED FROM \$10,000.00 TO \$5,000.00 PER OCCURRENCE FOR ANY AND ALL CLAIMS DEEMED TO HAVE FALLEN WITHIN THE SCOPE OF THE SAID CERTIFICATE SIGNED BY THIS COMPANY. THE POLICY DEDUCTIBLE OF \$10,000.00 REMAINS IN FULL FORCE AND EFFECT FOR ALL OTHER CLAIMS ARISING HEREUNDER. IT IS FURTHER UNDERSTOOD AND AGREED THAT THE SIGNING OF THE ABOVE MENTIONED CERTIFICATE IN NO WAY IS TO BE CONSTRUED TO BROADEN OR ALTER THE TERMS AND CONDITIONS OF THIS POLICY EXCEPT FOR THE LEVEL OF APPLICABLE DEDUCTIBLE ABOVE.



- 7. IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE "BROAD FORM LIABILITY ENDORSEMENT, SECTION II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE, CLAUSE (D) ADDITIONAL DEFINITIONS, CLAUSE 3." IS AMENDED TO READ AS FOLLOWS:
 - (D) 3. A PUBLICATION OR UTTERANCE
 - (a) OF A LIBEL OR SLANDER OR OTHER DEFAMATORY OR DISPARAGING MATERIAL, OR
 - (b) IN VIOLATION OF AN INDIVIDUAL'S RIGHT OF PRIVACY;

EXCEPT PUBLICATIONS OR UTTERANCES IN COURSE OF OR RELATED TO ADVERTISING, BROADCASTING, PUBLISHING OR TELECASTING ACTIVITIES CONDUCTED BY OR ON BEHALF OF THE NAMED INSURED SHALL NOT BE DEEMED PERSONAL INJURY; EXCEPT AS RESPECTS THE FOSS MARITIME COMPANY'S IN-HOUSE PUBLISHING OF "TOWBITTS" MAGAZINE ONLY, SUCH SHALL BE DEEMED PERSONAL INJURY.

8. IT IS HEREBY UNDERSTOOD AND AGREED THAT COVERAGE AS PROVIDED UNDER THIS POLICY FOR THE REPAIR OF VESSELS DOES NOT APPLY TO VESSELS OWNED AND/OR CHARTERED BY FOSS MARITIME COMPANY AND/OR ANY OF ITS SUBSIDIARIES.

IT IS FURTHER UNDERSTOOD AND AGREED THAT RECEIPTS FOR THE REPAIR OF SUCH VESSELS ARE NOT TO BE INCLUDED IN THE SEMI-ANNUAL REPORTS OF GROSS RECEIPTS.

RATES & PREMIUM: THE ASSURED, BY ACCEPTANCE OF THIS POLICY, AGREES TO KEEP AN ACCURATE RECORD OF ALL GROSS CHARGES FOR OPERATIONS COVERED UNDER THE TERMS AND CONDITIONS OF THIS POLICY, WHICH RECORD SHALL BE OPEN TO EXAMINATION BY REPRESENTATIVES OF THIS COMPANY AT ALL TIMES DURING BUSINESS HOURS, DURING THE TERM OF THE POLICY OR THEREAFTER, AND FURTHER AGREES TO REPORT TO THIS COMPANY ON AN SEMI-ANNUAL BASIS, ON OR BEFORE TEN (10) DAYS AFTER THE PRECEDING SIX (6) MONTHS THE TOTAL THEREOF (COLLECTED OR UNCOLLECTED), FOR THE PRECEDING SIX (6) MONTHS OR SUCH PERIOD AS IS WITHIN THE TERM OF THIS POLICY: THE EARNED PREMIUM HEREUNDER TO BE COMPUTED THEREON AT THE RATE OF \$1.20 PER EACH \$100.00 OF GROSS RECEIPTS OF SHIP REPAIRERS, STEVEDORE, LANDING DOCK BAILEE, LOG STORAGE ACTIVITIES, AND ENVIRONMENTAL MARINE ACTIVITIES UP TO THE AMOUNT OF PER EACH \$100.00 OF GROSS \$<u>7,500,000.00</u> AND \$<u>.96</u> RECEIPTS OF SHIP REPAIRERS, STEVEDORE, LANDING DOCK BAILEE, LOG STORAGE AND ENVIRONMENTAL MARINE ACTIVITIES OVER THE AMOUNT OF \$7,500,000.00 AND APPLIED AGAINST



THE MINIMUM AND DEPOSIT PREMIUM UNTIL SAME IS EXHAUSTED, FOLLOWING WHICH ALL FURTHER EARNED PREMIUM SHALL BE DUE AND PAYABLE TO THIS COMPANY AT THE TIME OF FILING THE REPORT ON WHICH THE EARNED PREMIUM IS DUE. THIS COMPANY SHALL HAVE THE RIGHT OF SETOFF AGAINST THE CLAIMS PAYABLE TO THE ASSURED UNDER THIS POLICY OF ANY PREMIUM DUE HEREUNDER. IT IS AGREED THAT THE MINIMUM PREMIUM HEREUNDER SHALL BE \$110,000.00. THE DEPOSIT PREMIUM, PAYABLE UPON ATTACHMENT OF THIS POLICY, SHALL BE \$110,000.00.

SEMI-ANNUAL REPORTS DUE AS FOLLOWS:

PERIOD REPORTS DUE

NOVEMBER 1 to APRIL 30 MAY 1 to OCTOBER 31

MAY 10 NOVEMBER 10

- 10. IT IS AGREED THAT EXCLUSIONS e. AND k. (3) ARE DELETED FROM THE "COVERAGE" SECTION OF THE POLICY WITH RESPECT TO NON-OWNED VESSELS AND THE FOLLOWING IS SUBSTITUTED THEREFOR:
 - A. AMERICAN INSTITUTE SHIP REPAIRERS LIABILITY CLAUSES FORM 9 (NOVEMBER 3, 1977) (COPY ATTACHED)
 - B. MARINE TERMINAL OPERATOR'S COMPREHENSIVE LIABILITY INSURANCE CLAUSES (COPY ATTACHED)
- 11. IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE ATTACHED TO AND MADE PART OF THE AMERICAN INSTITUTE SHIP REPAIRERS LIABILITY CLAUSES FORM 9 (NOVEMBER 3, 1977):
 - A. <u>DEMURRAGE CLAUSE</u>: NOTWITHSTANDING EXCLUSION 6.E. OF THE PRINTED TEXT, THIS INSURANCE IS EXTENDED TO COVER THE LEGAL LIABILITY OF THE ASSURED FOR DEMURRAGE, LOSS OF TIME, LOSS OF FREIGHT, LOSS OF CHARTER, AND/OR SIMILAR AND/OR SUBSTITUTED EXPENSES, AS A CONSEQUENCE OF LOSS OR DAMAGE TO A VESSEL OR CRAFT RESULTING IN A CLAIM WHICH IS THE SUBJECT OF INDEMNITY UNDER COVERAGE CLAUSES 3.A. AND/OR 3.B. HEREIN.

IN NO EVENT SHALL THIS EXTENSION OF COVERAGE INCREASE THE LIABILITY OF THESE ASSURERS BEYOND THE AMOUNT DESCRIBED IN CLAUSE 4 OF THE POLICY TEXT.

B. TRAVELING WORKMEN CLAUSE: THE COVERAGE PROVIDED BY THIS INSURANCE SHALL BE EXTENDED WHENEVER ANY PERSONS EMPLOYED BY OR ON BEHALF OF THE ASSURED ARE ON BOARD VESSELS AND/OR OTHER MARINE STRUCTURES AT SEA OR IN ANY PORT FOR THE PURPOSE



OF EFFECTING REPAIRS AND/OR OTHER WORK ENTRUSTED TO THE ASSURED, NOTWITHSTANDING THAT SUCH PERSONS MAY BE SIGNED ON AS MEMBER OF THE VESSEL'S CREW.

- C. BODILY INJURY ENDORSEMENT: THIS POLICY IS EXTENDED TO COVER THE LIABILITY IMPOSED BY LAW FOR LOSS OF LIFE OR BODILY INJURY OCCURRING IN THE COURSE OF AND ARISING FROM THE SHIP REPAIRING OPERATIONS OF THE ASSURED BUT ALWAYS EXCLUDING LIABILITY FOR:
 - (1) EMPLOYEES OF THE ASSURED;
 - (2) EMPLOYEES OF THE ASSURED'S SUB-CONTRACTORS.

THE COMPANY SHALL NOT BE LIABLE FOR MORE THAN \$\frac{AS}{2}\$
\(\frac{PER}{ATTACHED} \) ON ACCOUNT OF CLAIMS, COSTS AND EXPENSES ARISING OUT OF ANY ONE DISASTER OR CASUALTY UNDER THIS ENDORSEMENT.

IT IS FURTHER UNDERSTOOD THAT THE TOTAL LIMIT OF LIABILITY UNDER ALL POLICY COVERAGES SHALL NOT BE MORE THAN \$AS PER ATTACHED ON ACCOUNT OF ALL CLAIMS, COSTS AND EXPENSES ARISING OUT OF ANY ONE DISASTER OR CASUALTY UNDER ALL POLICY COVERAGES COMBINED.

D. IT IS HEREBY UNDERSTOOD AND AGREED THAT EXCLUSION "D" IS DELETED AND THE FOLLOWING SUBSTITUTED IN ITS PLACE:

"WARRANTED ASSURED WILL COMPLY WITH THE UNITED STATES COAST GUARD REQUIREMENTS FOR A "HOT WORKS" PERMIT."

- 12. IN REM: IT IS AGREED THAT WITH RESPECT TO SUCH INSURANCE AS IS AFFORDED BY THIS POLICY, COVERAGE SHALL NOT BE DENIED SOLELY ON THE GROUND THAT THE CLAIM OR THE SUIT AGAINST THE INSURED IS BASED ON AN "IN REM" PROCEEDING.
- 13. OCCUPATIONAL DISEASE EXCLUSION: IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE SHALL NOT COVER ANY LIABILITY, LOSS, DAMAGE OR EXPENSE AS REGARDS PERSONAL INJURY (FATAL OR NON-FATAL) RESULTING FROM OCCUPATIONAL DISEASE SUSTAINED BY ANY EMPLOYEE OF THE ASSURED.
- 14. ASBESTOS EXCLUSION: IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE, INCLUDING LOSS OF USE THEREOF, ARISING OUT OF THE MANUFACTURING, PROCESSING, HANDLING, DISTRIBUTION, SALE, APPLICATION, REMOVAL OR USE OF ASBESTOS, OR ASBESTOS RELATED PRODUCT(S).



- PROFESSIONAL LIABILITY EXCLUSION: IT IS UNDERSTOOD AND AGREED THAT COVERAGE AFFORDED BY THE POLICY SHALL NOT APPLY TO ANY CLAIM OR CLAIMS ARISING OUT OF A BREACH OF PROFESSIONAL DUTY BY REASON OF ANY NEGLIGENT ACT, ERROR OR OMISSION ON THE PART OF THE INSURED.
- 16. PUNITIVE DAMAGE EXCLUSION: IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE SHALL NOT COVER ANY FINES, PENALTIES, PUNITIVE DAMAGES, TREBLE DAMAGES OR ANY OTHER DAMAGES RESULTING FROM THE MULTIPLICATION OF COMPENSATORY DAMAGES.
- 17. DIRECTORS AND OFFICERS LIABILITY EXCLUSION: IN CONSIDERATION OF THE PREMIUM CHARGED AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY CLAIMS ARISING OUT OF OR ALLEGED TO HAVE ARISEN FROM ANY WRONGFUL ACT OF DIRECTORS OR OFFICERS IN THE DISCHARGE OR PERFORMANCE OF THEIR DUTIES AS SUCH.
 - IT IS FURTHER UNDERSTOOD AND AGREED THAT FOR THE PURPOSE OF THIS POLICY, WRONGFUL ACT SHALL MEAN ANY ACTUAL OR ALLEGED ERROR OR MISSTATEMENT OR MISLEADING STATEMENT OR ACT OR OMISSION OR NEGLECT OR BREACH OF DUTY BY THE DIRECTORS OR OFFICERS IN THE DISCHARGE OF THEIR DUTIES, INDIVIDUALLY OR COLLECTIVELY, OR ANY MATTER CLAIMED AGAINST THEM SOLELY BY REASON OF THEIR BEING DIRECTORS OR OFFICERS OF THE COMPANY.
- 18. FIDUCIARY LIABILITY EXCLUSION: IN CONSIDERATION OF THE PREMIUM CHARGED AND NOTWITHSTANDING ANYTHING THEREIN TO THE CONTRARY, IT IS HEREBY AGREED THAT SUCH COVERAGE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY TO ANY CLAIM OR CLAIMS ARISING OUT OF FIDUCIARY LIABILITY.
- 19. RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE: THIS CLAUSE SHALL BE PARAMOUNT AND SHALL OVERRIDE ANYTHING CONTAINED IN THIS INSURANCE INCONSISTENT THEREWITH.
 - IN NO CASE SHALL THIS INSURANCE COVER LOSS DAMAGE LIABILITY OR EXPENSE DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO BY OR ARISING FROM:
 - A. IONIZING RADIATION FROM OR CONTAMINATION BY RADIOACTIVITY FROM ANY NUCLEAR FUEL OR FROM ANY NUCLEAR WASTE OR FROM THE COMBUSTION OF NUCLEAR FUEL.
 - B. THE RADIOACTIVE, TOXIC, EXPLOSIVE OR OTHER HAZARDOUS OR CONTAMINATING PROPERTIES OF ANY NUCLEAR INSTALLATION, REACTOR OR OTHER NUCLEAR ASSEMBLY OR NUCLEAR COMPONENT THEREOF.



- C. ANY WEAPON OF WAR EMPLOYING ATOMIC OR NUCLEAR FISSION AND/OR FUSION OR OTHER LIKE REACTION OR RADIOACTIVE FORCE OR MATTER.
- 20. REPORTING OF CLAIMS: IT IS STIPULATED AND IS A CONSIDERATION FOR THE INSURANCE THAT IN THE EVENT OF ANY ACCIDENT OR OCCURRENCE WHICH MAY RESULT IN LOSS, DAMAGE, AND/OR EXPENSE, FOR WHICH THIS COMPANY IS OR MAY BECOME LIABLE UNDER THIS INSURANCE, NOTICE THEREOF SHALL BE GIVEN TO THIS COMPANY AS SOON AS PRACTICABLE, AND FURTHER, THAT ANY AND EVERY PROCESS, PLEADING AND PAPER OF ANY KIND RELATING TO SUCH OCCURRENCE SHALL BE FORWARDED PROMPTLY TO THIS COMPANY.
- CLAIM CONTROL: IN RESPECT OF ANY ACCIDENT OR 21. OCCURRENCE LIKELY TO GIVE RISE TO A CLAIM UNDER THIS INSURANCE, THE ASSURED IS OBLIGATED TO AND SHALL TAKE STEPS TO PROTECT ITS (AND THIS COMPANY'S) INTERESTS AS WOULD REASONABLY BE TAKEN IN THE ABSENCE OF INSURANCE. HOWEVER, THIS INSURANCE SHALL BE VOID AND OF NO FORCE OR EFFECT IN RESPECT OF ANY ACCIDENT OR OCCURRENCE IN THE EVENT THE ASSURED SHALL MAKE, OR SHALL HAVE MADE, ANY ADMISSION OF LIABILITY EITHER BEFORE OR AFTER SUCH ACCIDENT OR OCCURRENCE, OR IN THE EVENT THE ASSURED SHALL INTERFERE IN ANY NEGOTIATIONS THE COMPANY FOR SETTLEMENT OR IN ANY LEGAL PROCEEDINGS IN RESPECT OF ANY CLAIM FOR WHICH THIS COMPANY IS OR MAY BE LIABLE UNDER THIS INSURANCE. IS ESPECIALLY AGREED, HOWEVER, THAT ANY EXPENSES OR CHARGES INCURRED BY THE ASSUREDS IN MINIMIZING, OR ATTEMPTING TO MINIMIZE, A CLAIM SHALL NOT BE DEEMED TO BE AN ADMISSION OF LIABILITY BY THE ASSUREDS AND SHALL NOT INVALIDATE ANY COVERAGE PROVIDED BY THIS POLICY, THESE ASSURERS TO REIMBURSE THE ASSUREDS FOR ANY SUCH EXPENSES OR CHARGES, IF INCURRED.

THIS COMPANY SHALL HAVE THE OPTION OF NAMING THE ATTORNEYS WHO SHALL REPRESENT THE ASSURED IN THE PROSECUTION OR DEFENSE OF ANY LITIGATION OR NEGOTIATIONS BETWEEN THE ASSURED AND THIRD PARTIES CONCERNING ANY CLAIM COVERED BY THIS POLICY, AND SHALL HAVE THE DIRECTION OF SUCH LITIGATION OR NEGOTIATIONS.

UNDERWRITERS SHALL AT ANY TIME BE ENTITLED (BUT NOT OBLIGATED) TO CONTROL OR TAKE OVER THE CONDUCT OF THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM, SUIT OR PROCEEDING AGAINST THE ASSURED WHICH IS OR IS LIKELY TO BE THE SUBJECT OF INDEMNITY UNDER THIS INSURANCE.

WHENEVER REQUIRED BY THE ASSURERS, THE ASSURED SHALL AID IN SECURING INFORMATION, EVIDENCE, OBTAINING OF WITNESSES, AND COOPERATE WITH THE ASSURERS (EXCEPT IN A PECUNIARY WAY) IN ALL MATTERS WHICH THE ASSURERS MAY



DEEM NECESSARY IN DEFENSE OF ANY CLAIM OR SUIT OR APPEAL FROM ANY JUDGMENT IN RESPECT OF OCCURRENCE HEREINBEFORE PROVIDED.

22. SUIT AGAINST COMPANY: NO SUIT OR ACTION ON THIS POLICY FOR THE RECOVERY OF ANY CLAIM SHALL BE SUSTAINABLE IN ANY COURT OF LAW OR EQUITY UNLESS THE ASSURED SHALL HAVE FULLY COMPLIED WITH ALL THE REQUIREMENTS OF THIS POLICY, NOR UNLESS COMMENCED WITHIN TWELVE MONTHS NEXT AFTER THE CALENDAR DATE OF THE HAPPENING OF THE PHYSICAL LOSS OR DAMAGE OUT OF WHICH THE SAID CLAIM AROSE, PROVIDED THAT WHERE SUCH LIMITATION OF TIME IS PROHIBITED BY THE LAWS OF THE STATE WHEREIN THIS POLICY IS ISSUED, THEN, AND IN THE EVENT, NO SUIT OR ACTION UNDER THIS POLICY SHALL BE SUSTAINABLE UNLESS COMMENCED WITHIN THE SHORTEST LIMITATION PERMITTED UNDER LAWS OF SUCH STATE.

IN THE EVENT COVERAGE AFFORDED BY THIS POLICY IS AGAINST THIRD PARTY INTERESTS AND/OR LEGAL LIABILITY THE FOLLOWING SUIT OR ACTION CLAUSE APPLIES:

NO SUIT OR ACTION ON THIS POLICY FOR THE RECOVERY OF ANY CLAIM SHALL BE SUSTAINABLE IN ANY COURT OF LAW OR EQUITY UNLESS THE ASSURED SHALL HAVE FULLY COMPLIED WITH ALL THE TERMS AND CONDITIONS OF THIS POLICY, NOR UNLESS COMMENCED WITHIN TWELVE (12) MONTHS AFTER THE AMOUNT OF SUCH CLAIM SHALL HAVE BEEN FIXED OR RENDERED CERTAIN BY FINAL JUDGMENT AGAINST THE ASSURED AFTER TRIAL OF THE ISSUES. IN THE EVENT SUCH LIMITATION IS PROHIBITED BY THE ESTABLISHED LAW OF THE STATE IN WHICH THIS POLICY IS ISSUED, THEN THE SHORTEST MINIMUM LIMITATION PERMITTED BY SUCH ESTABLISHED LAW SHALL GOVERN.

- 23. SUBROGATION: IN THE EVENT OF ANY PAYMENT UNDER THIS POLICY, THE COMPANY SHALL BE SUBROGATED TO ALL THE INSURED'S RIGHT OF RECOVERY THEREFOR AGAINST ANY PERSON OR ORGANIZATION AND THE INSURED SHALL EXECUTE AND DELIVER INSTRUMENTS AND PAPERS AND DO WHATEVER ELSE IS NECESSARY TO SECURE SUCH RIGHTS. THE INSURED SHALL DO NOTHING AFTER LOSS TO PREJUDICE SUCH RIGHTS.
- 24. OTHER INSURANCE: THE INSURANCE AFFORDED BY THIS POLICY IS PRIMARY INSURANCE, EXCEPT WHEN STATED TO APPLY IN EXCESS OF OR CONTINGENT UPON THE ABSENCE OF OTHER INSURANCE. WHEN THIS INSURANCE IS PRIMARY AND THE INSURED HAS OTHER INSURANCE WHICH IS STATED TO BE APPLICABLE TO THE LOSS ON AN EXCESS OR CONTINGENT BASIS, THE AMOUNT OF THE COMPANY'S LIABILITY UNDER THIS POLICY SHALL NOT BE REDUCED BY THE EXISTENCE OF SUCH OTHER INSURANCE.



WHEN BOTH THIS INSURANCE AND OTHER INSURANCE APPLY TO THE LOSS ON THE BASIS, WHETHER PRIMARY, EXCESS OR CONTINGENT, THE COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY FOR A GREATER PROPORTION OF THE LOSS THAN THAT STATED IN THE APPLICABLE CONTRIBUTION PROVISION BELOW:

- CONTRIBUTION BY EQUAL SHARE. IF ALL SUCH OTHER Α. COLLECTIBLE INSURANCE PROVIDES AND CONTRIBUTION BY EQUAL SHARES, THE COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF SUCH THAN WOULD BE PAYABLE IF EACH INSURER CONTRIBUTES AN EQUAL SHARE UNTIL THE SHARE OF EACH INSURER EQUALS THE LOWEST APPLICABLE LIMIT OF LIABILITY UNDER ANY ONE POLICY OR THE FULL AMOUNT OF THE LOSS IS PAID, AND WITH RESPECT TO ANY AMOUNT OR LOSS NOT SO PAID THE REMAINING INSURERS THEN CONTINUE TO CONTRIBUTE EQUAL SHARES OF THE REMAINING AMOUNT OF THE LOSS UNTIL EACH SUCH INSURER HAS PAID ITS LIMIT IN FULL OR THE FULL AMOUNT OF THE LOSS IS PAID.
- B. CONTRIBUTION BY LIMITS. IF ANY OF SUCH OTHER INSURANCES DOES NOT PROVIDE FOR CONTRIBUTION BY EQUAL SHARES, THE COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF SUCH LOSS THAN THE APPLICABLE LIMIT OF LIABILITY UNDER THIS POLICY FOR SUCH LOSS BEARS TO THE TOTAL APPLICABLE LIMIT OF LIABILITY OF ALL VALID AND COLLECTIBLE INSURANCE AGAINST SUCH LOSS.
- 25. CHANGES: NOTICE TO ANY AGENT OR KNOWLEDGE POSSESSED BY ANY AGENT OR BY ANY OTHER PERSON SHALL NOT EFFECT A WAIVER OR A CHANGE IN ANY PART OF THIS POLICY OR ESTOP THE COMPANY FROM ASSERTING ANY RIGHT UNDER THE TERMS OF THIS POLICY; NOR SHALL THE TERMS OF THIS POLICY BE WAIVED OR CHANGED, EXCEPT BY ENDORSEMENT ISSUED TO FORM A PART OF THIS POLICY.
- 26. ASSIGNMENT: ASSIGNMENT OF INTEREST UNDER THIS POLICY SHALL NOT BIND THE COMPANY UNTIL ITS CONSENT IS ENDORSED HEREON; IF HOWEVER, THE NAMED INSURED SHALL DIE, SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL APPLY (1) TO THE NAMED INSURED'S LEGAL REPRESENTATIVE, AS THE NAMED INSURED, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH, AND (2) WITH RESPECT TO THE PROPERTY OF THE NAMED INSURED, TO THE PERSON HAVING PROPER TEMPORARY CUSTODY THEREOF, AS INSURED, BUT ONLY UNTIL THE APPOINTMENT AND QUALIFICATION OF THE LEGAL REPRESENTATIVE.
- 27. <u>DECLARATIONS</u>: BY ACCEPTANCE OF THIS POLICY, THE NAMED INSURED AGREES THAT THE STATEMENTS IN THE DECLARATIONS ARE HIS AGREEMENTS AND REPRESENTATIONS THAT THIS POLICY IS ISSUED IN RELIANCE UPON THE TRUTH OF SUCH



REPRESENTATIONS AND THAT THIS POLICY EMBODIES ALL AGREEMENTS EXISTING BETWEEN HIMSELF AND THE COMPANY OR ANY OF ITS AGENTS RELATING TO THIS INSURANCE.

CANCELLATION: THIS POLICY MAY BE CANCELLED BY THE 28. NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THE POLICY, WRITTEN NOTICE STATING WHEN NOT LESS THAN THIRTY (30) DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE; EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM, ONLY TEN (10) DAYS NOTICE IN WRITING TO THE ASSURED IS REQUIRED. MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE. THE TIME OF SURRENDER OR THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE - END OF THE POLICY PERIOD. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING.

EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH TERMS AND CONDITIONS OF THE "SPECIAL CONDITIONS AND WARRANTIES, CLAUSE 9. RATES & PREMIUM" USING THE GROSS RECEIPTS FOR THE PERIOD AT RISK SUBJECT ALWAYS TO THE MINIMUM PREMIUM. PREMIUM ADJUSTMENT MAY BE MADE EITHER AT THE TIME CANCELLATION IS EFFECTED OR AS SOON AS PRACTIBLE AFTER CANCELLATION BECOMES EFFECTIVE, BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.



In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all the terms of the policy, the company agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part thereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,

ORIGINAL

- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;



"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; aircompressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for the use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily



injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation;
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.



SUPPLEMENTARY PAYMENTS

Subject always to this policy's limits of liability the company will pay:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250. per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25. per day.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

This endorsement modifies the provisions of this policy relating to ALL GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

1. This policy does not apply:



- A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of an insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located



within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in the endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (a) containing byproduct material other than the tailings or wastes
produced by the extraction or concentration of uranium
or thorium from any ore processed primarily for its
source material content, and (b) resulting from the
operation by any person or organization of any nuclear
facility included under the first two paragraphs of the
definition of nuclear facility;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed of used for (1) separating the isotopes of uranium or plutonium,
 (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,



and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

ORIGINAL

COVERAGE

For attachment	to Policy #: AH 5154 W
Effective:	OCTOBER 18, 1993
Of the:	AMERICAN HOME ASSURANCE COMPANY
Issued to:	FOSS MARITIME COMPANY, ET AL

I. COVERAGE A - BODILY INJURY LIABILITY COVERAGE B - PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A. bodily injury or B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or



(2) any other automobile or aircraft operated by any person in the course of his employment by any insured,

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

- (c) to bodily injury or property arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) in operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - any watercraft owned or operated or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, atmosphere or any water course or body of water;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to



- liability assumed by the insured under an incidental contract, or
- (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - as a person or organization engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

- (i) to any obligation for which the insured or any carrier as his insurer may be held liable underany workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or



(3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the



named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below;

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;



provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A - The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

Coverage B - the total liability of the company for all damages because of all property damage sustained by one or more person or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this



coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B - For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.



American Institute SHIP REPAIRERS LIABILITY CLAUSES (November 3, 1977)

	To be attached to and form a part of Policy No. AH 5154 W of the	1
-(AMERICAN HOME ASSURNACE COMPANY	2
attı	e terms and conditions of the following clauses are to be regarded as substituted for those of the policy form to which they are attached, the er being hereby waived, except provisions required by law to be inserted in the policy.	3 4
1.	This Policy insuresFOSS_MARITIME_COMPANY,_ FT_AL	5
	AS PER ATTACHED (hereinafter referred to as the Assured).	6
		7
2,	Policy Period: From OCTOBER 18, 1993 to OCTOBER 18, 1994, 12:01 AM, PACIFIGRANDER at the Assured's premises as stated in Clause 3.	9
3,	In consideration of the payment of premium as hereinafter provided, and subject to the limits of liability, exclusions, conditions and other terms of this Policy, this Company agrees to pay on behalf of the Assured all sums which the Assured, as Ship Repairer, shall become legally obligated to pay:	10 11 12
	A. By reason of the liabilities imposed upon the Assured by law for physical loss of or damage to watercraft and their equipment, cargo, or other interests on board, occurring only while such watercraft are in the care, custody or control of the Insured for the purpose of repair or alteration atAS_PER_ATTACHED	13 14 15 16
	or while such watercraft are being moved via inland waters for a distance not in excess of . 50 . miles in connection with repairs or alteration;	17 18
	B. By reason of the liabilities imposed upon the Insured by law as damages because of property damage caused by a watercraft covered under "A" above while in the care, custody, or control of the Assured and being navigated or operated away from premises described in "A" above within permitted waters by an employee or employees of the Assured or in tow of a tug not owned by or demise chartered to the Assured. It is a condition of this Clause 3B that any employee of the Assured engaged in the navigation of a watercraft described herein shall possess such license as is required by the United States Coast Guard or any other applicable regulatory authority to perform the duties being carried out by said employee;	19 20 21 22 23 24
	C. For the cost of defending any suit against the Assured on any claim based on a Hability or an alleged Hability of the Assured covered by this insurance if the amount of the claim hereunder exceeds the amount deductible under this Policy, but this Company shall not be liable for the cost or expense of prosecuting or defending any suit unless the same shall have been incurred with the written consent of this Company. This Company, however, reserves the right to conduct the defense of any actions or suits at its own expense. The cost and expense of prosecuting any claim in which the Assured shall have an interest by subrogation or otherwise, shall be divided between the Assured and this Company, proportionately to the amounts which they would be entitled to receive, respectively, if the suit should be successful.	25 26 27 28 29 30
	The maximum liability of this Company on account of any one occurrence shall be: A. \$ATTACHED. with respect to each watercraft including its equipment, cargo, and other interests on board covered by Clause 3A; B. \$ATTACHED. any one occurrence with respect to liability covered by Clause 3B; C. The legal costs, fees and expenses covered by Clause 3C.	31 32 33 34
	The maximum aggregate liability of this Company on account of any one occurrence with respect to the coverage afforded under Sections 4 A, B and C above shall be \$-ATTACHED.	35 36
	The Assured, by acceptance of this Policy, agrees to keep an accurate record of all Bross Charges for operations covered under the terms and conditions of this Policy, which record shall be open to examination by representatives of this Company at all times during business hours, during the term of this Policy or thereafter, and further agrees to report to this Company on or before the last day of each month the total amount thereof (collected and uncollected) for the preceding month or such period of time as is within the term of this Policy: the earned premium hereunder to be computed thereon at the rate of \$	38 39 40 41 42 43 44 45
i.	Shall be \$	48 47
	attach hereunder for: A. The first \$ ATTACHED of any claim or claims, including legal fees and expenses, arising out of the same occurrence and insured against hereunder;	48 49 50
	B: Death or personal injury; C. Any liability assumed under contract or otherwise in extension of the liability which would have been imposed upon the Assured by law in the	51 52
1	absence of contract; EXCEPT AS PROVIDED ELSEWHERE IN THE POLICY;	53 54
4	cose, demage or expense arising in connection with work on any yessel which has carried flammable or combustible liquid in bulk as fuel or cargo or any vessel which has carried flammable compressed gradually interest such work is done in accordance with the requirements of the	55
•	rules and regulations of the National Fire Protection Association applicable to such work; E. Demurrage, loss of time, loss of freight, loss of charter and/or similar and/or substituted expenses;	58 57
	F. Loss, damage or expense which may be recoverable under any other insurance inuring to the benefit of the Assured except as to any excess over and above the amount recoverable thereunder; Form 3030 C	58 50
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- G. Collision liability, tower's liability or liabilities insured against under the customary forms of hull or protection and indemnity policies arising out of the operation of any watercraft owned by, or demise chartered to, the Assured or any affiliated or subsidiary concern or party;
 - H. Loss of or damage to properly owned, leased to, or in the possession of the Assured (other than watercraft which are in the custody of the Insured for the purpose of repair or alteration) or utilized by the Assured in its business as a ship repairer;
 - 1. Loss of or damage to watercraft placed in the care, custody, or control of the Assured for the purpose of storage regardless of whether any work is also to be performed on the watercraft; provided that this exclusion shall not apply to any physical loss or damage to the watercraft (otherwise covered under this Policy) resulting directly from repairs or alterations to said watercraft carried out during such storage period:
 - J. The expense of redoing the work improperly performed by or on behalf of the Assured or the cost of replacement of materials, parts or equipment furnished in connection therewith;
 - The cost or expense of repairing, replacing or renewing any faultily designed part or parts which causels) loss of or damage to the watercraft. or for any expenditure incurred by reason of a betterment or alteration in design;
 - Any just of or damage to watercraft occurring while in the care, custody or control of the Assured and otherwise coveral number hereof, but not discovered within sixty days of the deliver of the owner or demise charterer, or within sixty days after work is completed, winchever first occurs
 - M. Loss, damage or expense caused by, resulting from or incurred by;
 - (a) Capture, seizure, arrest, taking, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether or not the Assured's liability therefore is based on negligence or
 - (b) Any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter, or by any mine, bomb or torpedo:
 - (c) Hostilities or warlike operations (whether there be a declaration of war or not), but the phrase, "hostilities or warlike operations (whether there be a declaration of war or not!" shall not exclude collision or contact with aircraft, rockets or similar missiles or with any fixed or floating object, stranding, heavy weather, fire or explosion unless caused directly (independently of the nature of the voyage or service which the watercraft concerned or in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; for the purposes of the foregoing, power includes any authority maintaining navy, military or air forces in association with a power, In addition to the foregoing exclusions this insurance shall not cover any loss, damage or expense to which a watlike act or the use of military or naval weapons is a contributing cause, whether or not the Assured's liability therefore is based on negligence or otherwise, and whether in time of peace or war. The embarkation, carriage and disembarkation of troops, combatants, or material of war, or the placement of the watercraft in jeopardy as an act or measure of war taken in the actual process of a military engagement, with or without the consent of the Assured, shall be considered a warlike act for the purposes of this Policy.
 - (d) The consequences of civil war, revolution, rebellion, insurrection, military or usurped power, the imposition of martial law, or civil strife arising therefrom, or piracy, or from any loss, damage or expense caused by or resulting directly or indirectly from the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political or terrorist purposes, and whether any loss, damage or expense resulting therefrom is accidental or intentional,
 - (e) Malicious acts or vandalism, strikes, lockouts, political or labor disturbances, civil commotions, riots, or the acts of any person or persons taking part in such occurrence or disorder;
 - N. The firing or testing of any weapon of war on the watercraft;
 - O. Any nuclear incident, reaction, radiation or any radioactive contamination, whether controlled or uncontrolled, and whether the loss, damage, liability or expense be proximately or remotely caused thereby, or be in whole or in part caused by, contributed to, or aggravated by the risks and liabilities insured under this Policy, and whether based on the Assured's negligence or otherwise;
 - Any soms paid with respect to any loss, damage, cost, hability, expense, fine or penalty of any kind or nature whatsoever and whe statutory or otherwise, incurred by or imposed on the Assured, directly or indirectly, in consequence of, or with respect to, the actual or potential discharge, emission, spillage, or leakage upon or into the seas, waters, land or air, of oil, petroleum products, chamicals or other substances of any kind or nature whatsoever. This exclusion, however, shall not apply to sums paid or payable, or liability of the Assured, for the physical loss of the property discharged, emitted, spilled or leaked, provided that such sums, or such liability are (is) covered elsewhere under the terms and conditions of this Policy.
- 7. A. In the event of an occurrence with respect to which insurances are afforded under this Policy, written notice containing particulars sufficient to identify the Assured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of available witnesses, shall be given by or for the Assured to this Company as soon as practicable.
 - B. If claim is made or suit is brought against the Assured, the Assured shall immediately foreyard to this Company every demand, notice, summons or other process received by him or his representative,
 - C. The Assured shall cooperate with this Company and, upon this Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Assured because of injury or damage with respect to which insurance is afforded under this rections the Assured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Assured shall be void and of no force or effect, in respect of any accident or occurrence, in the event the Assured shall make or shall have made any admission of liability either before or after such accident or occurrence in the event the Assured shall interfere in any negotiations of this Company for settlement or in any legal proceedings in respect of any claim for which this Company is or may be liable under this Policy.
- 8. It is expressly understood and agreed that no Hability shall attach under this Policy until the liability of the Assured has been determined by final judgment against the Assured or by agreement between the Assured and the plaintiff with the written consent of this Company. In the event the Assured shall fail or refuse to settle any claim as authorized by this Company, the liability of this Company to the Assured shall be limited to the amount for which settlement could have been made,
- No action shall lie against this Company for the recovery of any loss sustained by the Assured unless such action be brought against this Company within one year after the final judgment or decree is entered in the litigation against the Assured, or in case the claim against this Company accrues without the entry of such final judgment or decree, unless such action be brought within one year from the date of the payment of such claim, poortied, however, that where such limitation of time is prohibited by the law of the State wherein this Policy is issued, then and in that event no action under this Policy shall be sustainable unless commenced within the shortest limitation permitted under the law of such State.
 - This Policy may be cancelled either by the Company or by the Assured giving 30 days' written or telegraphic notice to the other. Notice by the Company may be sent to the Assured's last known address, or in case of the broker who negotiated the placement of this Policy or the broker of record at the time the aforesaid notice is given

For Sale By: Schmitz Graphics, 1662 Timothy Dr., San Leandro, CA94577



American Institute SHIP REPAIRERS LIABILITY CLAUSES (November 3, 1977)

To be attached to and form a part of Policy No. AH 51	54 W of the
AMERICAN, HOW	E ASSURNACE COMPANY
} The terms and conditions of the following clauses are to te tter being hereby waived, except provisions required by Jaw to	e regarded as substituted for those of the policy form to which they are attached, the be inserted in the policy.
	E COMPANY, ET AL
AS PER ATTAC	HED Samples and the second sec
#35 menhapmanddinmiwmmigaigasthebditänhhmmdsandsi-cabminmimmagainnmim into/ amigaminmasimm	
Policy Period: From OCTOBER 18.1993 to OC premises as stated in Clause 3.	TOBER 18, 1994, 12:01 AM, PACIFIGandard Time at the Assured's
· · · · · · · · · · · · · · · · · ·	provided, and subject to the limits of liability, exclusions, conditions and other terms. Assured all sums which the Assured, as Ship Repairer, shall become Jegally obligated
other interests on board, occurring only while such wa alteration atAS_PER_ATTAC	by law for physical loss of or damage to watercraft and their equipment, cargo, or tercraft are in the care, custody or control of the Insured for the purpose of repair or HED
or while such watercraft are being moved via inland wa alteration;	ters for a distance not in excess of . 50 miles in connection with repairs or
above while in the care; custody, or control of the within permitted waters by an employee or employees It is a condition of this Clause 3B that any employee of such license as is required by the United States Coast out by said employee;	law as damages because of property damage caused by a watercraft covered under "A" Assured and being navigated or operated away from premises described in "A" above of the Assured or in tow of a tug not owned by or demise chartered to the Assured. the Assured engaged in the navigation of a watercraft described herein shall possess Guard or any other applicable regulatory authority to perform the duties being carried
insurance if the amount of the claim hereunder exceeds or expense of prosecuting or defending any suit unles Company, however, reserves the right to conduct the any claim in which the Assured shall have an interest	n any claim based on a liability or an alleged liability of the Assured covered by this the amount deductible under this Policy, but this Company shall not be liable for the cost is the same shall have been incurred with the written consent of this Company. This defense of any actions or suits at its own expense. The cost and expense of prosecuting by subrogation or otherwise, shall be divided between the Assured and this Company, titled to receive, respectively, if the suit should be successfut.
The maximum liability of this Company on account of any on a SATTACHED, with respect to each watercraft including a SATTACHED, any one occurrence with respect to lie	ng its equipment, cargo, and other interests on board covered by Clause 3A;
C. The legal costs, fees and expenses covered by Clause 3 The maximum aggregate liability of this Company on account and C above shall be \$ ATTACHED.	C. nt of any one occurrence with respect to the coverage afforded under Sections 4 A, B
	an accurate record of all Gross Charges for operations covered under the terms and
ing the term of this Policy or thereafter, and further agrithereof (collected and uncollected) for the preceding morn hereunder to be computed thereon at the rate of \$ exhausted, following which all further earned premium shappermium is due; and any unearned premium, being the amupon expiration or cancellation of this Policy. This Compa	emination by representatives of this Company at all times during business tours, dur- tes to report to this Company on or before the last day of each month the total amount the or such period of time as is within the term of this Policy: the earned premium 1
	event of cancellation of this Policy by this Company, the Minimum Premium heraunder
	understood and agreed that this Policy does not cover against nor shall any liability
	ding legal fees and expenses, arising out of the same occurrence and insured against
C. Any Hability assumed under contract or otherwise in exabsence of contract; EXCEPT AS PROVIDED I	
D. Loss: damage or expense arising in connection with we or cargo or any vessel which has carried flammable coin rates and regulations of the National Fire Protection Ass.	ork on any vessel, which has corried flammable or combustible liquid in bulk so fuel wassed as in flath ribress such work is done in accordance with the requirements of the ciation applicable to such work;
E. Demurrage, loss of time, loss of freight, loss of charter	•••
F. Loss, damage or expense which may be recoverable under	r any other insurance inuring to the benefit of the Assured except as to any excess over
and above the amount recoverable thereunder;	UDICIN
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- G. Collision liability, tower's liability or liabilities insured against under the customary forms of hull or protection and indemnity policies arising out of the operation of any watercraft owned by, or demise chartered to, the Assured or any affiliated or subsidiary concern or party;
- H. Loss of or damage to property owned, leased to, or in the possession of the Assured (other than watercraft which are in the custody of the Insured for the purpose of repair or alteration) or utilized by the Assured in its business as a ship repairer;
- Loss of or damage to watercraft placed in the care, custody, or control of the Assured for the purpose of storage regardless of whether any
 work is also to be performed on the watercraft; provided that this exclusion shall not apply to any physical loss or damage to the watercraft
 fotherwise covered under this Policy) resulting directly from repairs or alterations to said watercraft carried out during such storage period;
- J. The expense of redoing the work improperly performed by or on behalf of the Assured or the cost of replacement of materials, parts or equipment furnished in connection therewith;
- K. The cost or expense of repairing, replacing or renewing any faultily designed part or parts which causels) loss of or damage to the watercraft, or for any expenditure incurred by reason of a betterment or alteration in design;
- L. Any joss of or damage to watercraft occurring while in the care, costody or control of the Assured and otherwise covered scales. Section 84hereof, but not discovered within sixty days of the deliver to the owner or demise charterer, or within sixty days after work
 is completed, whichever first occurs:
- M. Loss, damage or expense caused by, resulting from or incurred by:

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- (a) Capture, seizure, arrest, taking, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether or not the Assured's liability therefore is based on negligence or (b) Any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter, or by any mine, bomb or torpedo:
- (c) Hostilities or warlike operations (whether there be a declaration of war or not), but the phrase, "hostilities or warlike operations (whether there be a declaration of war or not)" shall not exclude collision or contact with aircraft, rockets or similar missiles or with any fixed or floating object, stranding, heavy weather, fire or explosion unless caused directly (independently of the nature of the voyage or service which the watercraft concerned or in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; for the purposes of the foregoing, power includes any authority maintaining navy, military or air forces in association with a power. In addition to the foregoing exclusions this insurance shall not cover any loss, damage or expense to which a wardike act or the use of military or naval weapons is a contributing cause, whether or not the Assured's liability therefore is based on negligence or otherwise, and whether in time of peace or war. The embarkation, carriage and disembarkation of troops, combatants, or materiel of war, or the placement of the watercraft in jeopardy as an act or measure of war taken in the actual process of a military engagement, with or without the consent of the Assured, shall be considered a warlike act for the purposes of this Policy.
- (d) The consequences of civil war, revolution, rebellion, insurrection, military or usurped power, the imposition of martial law, or civil strife arising therefrom, or piracy, or from any loss, damage or expense caused by or resulting directly or indirectly from the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political or terrorist purposes, and whether any loss, damage or expense resulting therefrom is accidental or intentional.
- (e) Malicious acts or vandalism, strikes, lockouts, political or labor disturbances, civil commotions, riots, or the acts of any person or persons taking part in such occurrence or disorder;
- N. The firing or testing of any weapon of war on the watercraft;
- Any nuclear incident, reaction, radiation or any radioactive contamination, whether controlled or uncontrolled, and whether the loss, damage, liability or expense be proximately or remotely caused thereby, or be in whole or in part caused by, contributed to, or aggravated by the risks and liabilities insured under this Policy, and whether based on the Assured's negligence or otherwise;
- P. Any sums paid with respect to any luss, damage, cost, liability, expense, fare or penalty of any kind or nature whatsoever and whether statutory or otherwise, incurred by or imposed on the Assured, directly or indirectly, in consequence of, or with respect to, the actual or potential discharge, emission, spillage, or leakage upon or into the seas, waters, land or air, of oil, petroleum products, chemicals or other substances of any kind or nature whatsoever. This exclusion, however, shall not apply to sums paid or payable, or liability of the Assured, for the physical loss of the property discharged, emitted, spilled or leaked, provided that such sums, or such liability are (is) covered elsewhere under the terms and conditions of this Policy.
- 7. A. In the event of an occurrence with respect to which insurances are afforded under this Policy, written notice containing particulars sufficient to identify the Assured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of available witnesses, shall be given by or for the Assured to this Company as soon as practicable.
 - B. If claim is made or suit is brought against the Assured, the Assured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative,
 - C. The Assured shall cooperate with this Company and, upon this Company's request, assist in making settlements, in the conduct of soits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Assured because of injury or damage with respect to which insurance is afforded under this Policy and the Assured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. This policy half be void and of no force or effect, in respect of any accident or occurrence, in the event the Assured shall make or shall have made any admission of liability either before or after such accident or occurrence in the event the Assured shall interfere in any negotions of this Company for settlement or in any legal proceedings in respect of any claim for which this Company is or may be liable under this Policy.
- 8. It is expressly understood and agreed that no Hability shall attach under this Policy until the liability of the Assured has been determined by final judgment against the Assured or by agreement between the Assured and the plaintiff with the written consent of this Company. In the event the Assured shall fail or refuse to settle any claim as authorized by this Company, the liability of this Company to the Assured shall be limited to the amount for which settlement could have been made.
- 9. No action shall lie against this Company for the recovery of any loss sustained by the Assured unless such action be brought against this Company within one year after the final judgment or decree is entered in the litigation against the Assured, or in case the claim against this Company accrues without the entry of such final judgment or decree, unless such action be brought within one year from the date of the payment of such claim, provided, however, that where such limitation of time is prohibited by the law of the State wherein this Policy is issued, then and in that event no action under this Policy shall be sustainable unless commenced within the shortest limitation permitted under the law of such State.

This Policy may be cancelled either by the Company or by the Assured giving 30 days' written or telegraphic notice to the other. Notice by the Company may be sent to the Assured's last known address, or in care of the broker who negotiated the placement of this Policy or the broker of record at the time the aforesaid notice is given

For Sale By: Schmitz Graphics, 1662 Timothy Dr., San Leandro, CA94577

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MARINE TERMINAL OPERATOR'S COMPREHENSIVE LIABILITY CLAUSES

EFFECTIVE: OCTOBER 18, 1993				
ATTACHED TO AND FORMING PART OF POLICY #: AH 5154 W				
OF THE: AMERICAN HOME ASSURANCE COMPANY				
ISSUED TO: FOSS MARITIME COMPANY, ET AL				
1. FOR THE ACCOUNT OF THE ASSURED.				
2. LOSS, IF ANY, PAYABLE TO: ASSURED OR ORDER				
, , , , , , , , , , , , , , , , , , ,				

- 3. THIS INSURANCE IS TO COVER 100% INTEREST IN THE LEGAL AND/OR ASSUMED LIABILITY OF THE ASSUREDS AS OPERATORS OF MARINE TERMINALS AT LOCATIONS AS PER ATTACHED AS FOLLOWS:
 - (A) FOR ALL PHYSICAL LOSS OR DAMAGE TO VESSELS (INCLUDING THEIR CARGOES, AND EQUIPMENT ABOARD) WHILE PROCEEDING TO OR FROM THE PREMISES AND/OR DURING DOCKING AND UNDOCKING OR LOADING AND/OR UNLOADING AND/OR WHILE IN THE CUSTODY OF THE ASSURED.
 - (B) FOR ALL DAMAGE TO PROPERTY OF OTHERS AS A RESULT OF AN ACCIDENT INVOLVING A VESSEL WHILE SUCH VESSEL IS PROCEEDING TO OR FROM THE PREMISES AND/OR DURING DOCKING AND UNDOCKING OR LOADING AND/OR UNLOADING AND/OR WHILE IN THE CUSTODY OF THE ASSURED.
 - (C) FOR ALL DAMAGE TO CARGOES AS A RESULT OF LOADING AND/OR UNLOADING AND WHILE AWAITING TRANSIT, INCLUDING BUT NOT LIMITED TO LOGS IN WET STORAGE.
 - (D) FOR ALL SUMS THE ASSURED SHALL BECOME OBLIGATED TO PAY FOR LOSS OF LIFE, BODILY INJURY OR SICKNESS OF ANY PERSON AS A RESULT OF ANY ACCIDENT INVOLVING A NON-OWNED VESSEL.
 - (E) THE COST OF DEFENDING AND INVESTIGATING ANY SUIT AGAINST THE ASSUREDS ON ANY CLAIM BASED ON A LIABILITY OR AN ALLEGED LIABILITY OF THE ASSUREDS COVERED BY THIS INSURANCE SHALL BE PAYABLE BY THE ASSURERS IF THE AMOUNT OF THE CLAIM HEREUNDER EXCEEDS THE RETAINED LIMIT UNDER THIS POLICY, BUT THE ASSURERS SHALL NOT BE LIABLE FOR COST OR EXPENSE OF PROSECUTING OR DEFENDING ANY SUIT UNLESS THE SAME SHALL HAVE BEEN INCURRED WITH THE WRITTEN CONSENT OF THE ASSURERS. THESE ASSURERS,

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HOWEVER, RESERVE THE RIGHT TO CONDUCT THE DEFENSE OF ANY ACTIONS OR SUITS AT THEIR OWN EXPENSE.

- 4. NOTWITHSTANDING THE FOREGOING, IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS INSURANCE DOES NOT COVER AGAINST, NOR SHALL ANY LIABILITY ATTACH HEREUNDER FOR LOSS, DAMAGE, INJURY OR EXPENSE CAUSED BY OR RESULTING FROM:
 - (A) HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK, (1) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; OR (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCE;
 - (B) ANY WEAPON OF WAR EMPLOYING ATOMIC FISSION OR RADIOACTIVE FORCE WHETHER IN TIME OF PEACE OR WAR;
 - (C) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH OCCURRENCE, SEIZURE OR DESTRUCTION UNDER QUARANTINE OR CUSTOMS REGULATIONS, CONFISCATION BY ORDER OF ANY GOVERNMENT OR PUBLIC AUTHORITY, OR RISKS OF CONTRABAND OR ILLEGAL TRANSPORTATION OR TRADE;
 - (D) ANY CLAIM IN RESPECT OF LOSS OF LIFE, BODILY INJURY, SICKNESS, MAINTENANCE, CURE OR WAGES OF ANY EMPLOYEE OF THE ASSUREDS;
 - (E) ANY LIABILITY ACCEPTED UNDER A CHARTER PARTY;
 - (F) BODILY INJURY OR PROPERTY DAMAGE INCLUDING CLEAN UP AND CONTAINMENT COSTS ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER; BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL;
 - (G) DAMAGE TO OR DESTRUCTION OF PROPERTY ARISING OUT OR THE OWNERSHIP, MAINTENANCE OR USE OF AUTOMOBILES, COMMERCIAL TRUCKS AND/OR TRAILERS WHICH WOULD BE INSURED UNDER THE STANDARD FORM OF AUTOMOBILE POLICY, PROVIDED HOWEVER, THAT THIS EXCLUSION SHALL NOT APPLY TO THE DAMAGE TO OR



- DESTRUCTION OF PROPERTY IN CHARGE OF OR TRANSPORTED BY THE ASSURED;
- (H) DAMAGE TO OR DESTRUCTION OF PROPERTY OWNED, LEASED OR RENTED BY THE ASSURED;
- (I) DAMAGE TO OR DESTRUCTION OF PROPERTY FROM THEFT, CONVERSION OR OTHER DISHONEST ACT PERFORMED BY THE ASSURED OR THEIR EMPLOYEES OR AGENTS;
- (J) LOSS, DAMAGE, INJURY OR EXPENSE WHICH MAY BE RECOVERABLE UNDER ANY OTHER INSURANCE CARRIED BY THE ASSUREDS OR BY OTHERS FOR ACCOUNT OF THE ASSUREDS EXCEPT INSURANCE COVERING PART OF THIS RISK INSURED IN CONJUNCTION HEREWITH, OR ANY EXCESS INSURANCE OVER AND ABOVE THE AMOUNT RECOVERABLE HEREUNDER.
- 5. THE LIMIT OF LIABILITY TO THESE ASSURERS WITH RESPECT TO THIS INSURANCE SHALL NOT EXCEED \$AS PER ATTACHED DOLLARS IN RESPECT OF ANY ONE OCCURRENCE.
- 6. THIS INSURANCE IS SUBJECT TO THE FOLLOWING DEDUCTIBLE:

\$AS PER ATTACHED EACH OCCURRENCE AS RESPECTS ALL CLAIMS.

ADDITIONAL CONDITIONS AND WARRANTIES

IT IS FURTHER UNDERSTOOD AND AGREED:

- 1. MARTNE TERMINAL OPERATORS LEGAL LIABILITY BODILY INJURY ENDORSEMENT: IN CONSIDERATION OF AN ADDITIONAL PREMIUM AT THE RATE OF \$AS PER ATTACHED PER VESSEL PER DAY, THIS POLICY IS EXTENDED TO COVER THE LIABILITY IMPOSED BY LAW FOR LOSS OF LIFE, OR BODILY INJURY ARISING OUT OF THE MARINE TERMINAL OPERATIONS OF THE ASSURED BUT ALWAYS EXCLUDING LIABILITY FOR:
 - (1) EMPLOYEES OF THE ASSURED;
 - (2) EMPLOYEES OF THE ASSURED'S SUB-CONTRACTORS.

THE COMPANY SHALL NOT BE LIABLE FOR MORE THAN \$AS PER ATTACHED ON ACCOUNT OF ALL CLAIMS, COSTS AND EXPENSES ARISING OUT OF ANY ONE DISASTER OR CASUALTY UNDER THIS ENDORSEMENT.

IT IS FURTHER UNDERSTOOD THAT THE TOTAL LIMIT OF LIABILITY UNDER ALL POLICY COVERAGES SHALL NOT BE MORE THAN \$AS PER ATTACHED ON ACCOUNT OF ALL CLAIMS, COSTS AND EXPENSES ARISING OUT OF ANY ONE DISASTER OR CASUALTY UNDER ALL POLICY COVERAGES COMBINED.



THIS ENDORSEMEN	T #:_1, EFFECTI	VE: OCTOBER 18, 1993
ATTACHED TO AND	FORMING PART OF PO	LICY #: AH 5154 W
of To:	AMERICAN HOME ASSUR	ANCE COMPANY
ISSUED TO:	FOSS MARITIME COMPA	NY, ET AL

BROAD FORM LIABILITY ENDORSEMENT

SCHEDULE

Personal Injury and Advertising Liability:

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.

Limit of Liability \$1,000,000. Aggregate

Limit of Liability - Premises Medical Payments Coverage:

\$1,000. each person, unless otherwise indicated herein: \$5,000. each person.

Limit of liability - Fire Legal Liability Coverage:

\$50,000. per occurrence unless otherwise indicated herein: \$50,000. per occurrence.

I. CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
 - (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;



- (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including
 - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications and
 - (b) supervisory, inspection or engineering services;
- (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
 - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
 - (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (5) to bodily injury or property damage arising out of construction or demolition operations within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.
- (C) The following exclusions applicable to Coverage A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).



(D) The following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

- The company will pay on behalf of the insured all (A) sums which the insured shall become legally obligated to pay as damages because of personal or advertising injury to which insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, fraudulent, orand may make investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by the payment of judgments or settlements.
- (B) This insurance does not apply:
 - to liability assumed by the insured under any contract or agreement;
 - (2) to personal injury or advertising injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
 - (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right to privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
 - (4) to personal injury or advertising injury arising out of libel or slander or the



publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;

- (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;
- (6) to advertising injury arising out of
 - (A) failure of performance or contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
 - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
 - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising injury
 - (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
 - (b) to any injury arising out of any act committed by the insured with actual malice.
- (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustained injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under the coverage for all



damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

- false arrest, detention, imprisonment, or malicious prosecution;
- wrongful entry or eviction or other invasion of the right of private occupancy;
- 3. a publication or utterance
 - (a) of a libel or slander or other defamatory or disparaging material, or
 - (b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

This insurance does not apply:

(A) to bodily injury

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- (1) arising out of ownership, maintenance, operation, use, loading or unloading of
 - (a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

- (2) arising out of
 - (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
 - (b) the operation of any snowmobile or trailer designed for use therewith;
 - (i) owned or operated by or rented or loaned to any insured, or
 - (ii) operated by any person in the course of his employment by any insured;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (a) any watercraft owned or operated by or rented or loaned to any insured, or
 - (b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

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- (B) to bodily injury
 - (1) included within the completed operations hazard or the products hazard;
 - (2) arising out of operations performed for the named insured by independent contractors other than
 - (a) maintenance and repair of the insured premises, or
 - (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
 - (3) resulting from the selling, serving or giving of any alcoholic beverage
 - (a) in violation of any statute, ordinance or regulation,
 - (b) to a minor,
 - (c) to a person under the influence of alcohol, or
 - (d) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;
 - (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
- (C) to bodily injury
 - (1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;



- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- (6) if the named insured is a club, to any member of the named insured;
- (7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000. each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".



When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

IV. HOST LIQUOR LIABILITY

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE - REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named



insured, including fixtures permanently attached thereto, if such property damage arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

- (B) The limit of property damage liability as respects this Fire Legal Liability Coverage Real Property is \$50,000. each occurrence unless otherwise stated in the Schedule of this endorsement.
- (C) The Fire Legal Liability Coverage Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.
- VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (o) are replaced by the following:
 - to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;
 - (2) except with respect to liability under a written sidetrack agreement or the use of elevators
 - (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
 - (b) to tools or equipment while being used by the insured in performing his operations,



- (c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
- (d) to that particular part of any property, not on premises owned by or rented to the insured,
 - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
 - (ii) out of which any property damage arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
- (3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- (B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:



- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the insured for firstaid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, these shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the



United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

- (A) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (B) to Premises Medical Payments Coverage.

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse Partnership If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee Any employee (other than executive officers) of the named insured while acting within the scope of this duties as such, but the insurance afforded to such employee does not apply;
 - (1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;
 - (2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
 - (3) to property damage to property owned, occupied or used by, rented to, in the care, custody and control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.



XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE - NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

JANUARY 26TH, 1994

THIS ENDORSEMENT #	: 2 , EFFECTIVE: OCTOBER 18, 1993	
ATTACHED TO AND FO	RMING PART OF POLICY #: AH 5154 W	
OF THE:	AMERICAN HOME ASSURANCE COMPANY	
TSSUED TO:	FOSS MARITIME COMPANY. ET AL	

STOP GAP ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM HEREIN PROVIDED, IT IS AGREED THAT IF, UNDER ANY CIRCUMSTANCES, IT IS DETERMINED THAT ANY EMPLOYEE OF THE INSURED WHO IS REPORTED AND DECLARED UNDER THE WORKMEN'S/WORKER'S COMPENSATION LAW OR LAWS OF THE STATE OF WASHINGTON IS INJURED IN THE COURSE OF HIS EMPLOYMENT, INCLUDING DEATH RESULTING THEREFROM, BUT IS NOT ENTITLED TO RECEIVE THE BENEFITS PROVIDED BY THE AFOREMENTIONED LAW, THEN THIS POLICY SHALL COVER THE LEGAL LIABILITY OF THE INSURED FOR SUCH BODILY INJURY OR DEATH.

THE COMPANY'S LIABILITY UNDER THIS ENDORSEMENT ON ACCOUNT OF BODILY INJURY OR DEATH OF ONE PERSON, INCLUDING DAMAGES FOR CARE AND LOSS OF SERVICES, IS LIMITED TO THE SUM OF \$AS PER ATTACHED AND, SUBJECT TO THE SAME LIMIT FOR EACH PERSON, THE COMPANY'S TOTAL LIABILITY FOR BODILY INJURY OR DEATH AS A RESULT OF ONE ACCIDENT IS LIMITED TO THE SUM OF \$AS PER ATTACHED.

THE INSURANCE GRANTED BY THIS ENDORSEMENT SHALL NOT APPLY TO:

- (A) BODILY INJURY OR DEATH SUFFERED OR CAUSED BY ANY SUCH PERSON KNOWINGLY EMPLOYED BY THE INSURED IN VIOLATION OF ANY LAW AS TO AGE, OR UNDER THE AGE OF 14 YEARS REGARDLESS OF ANY SUCH LAW;
- (B) BODILY INJURY OR DEATH SUSTAINED BY ANY EMPLOYEE WHOSE REMUNERATION HAS NOT BEEN INCLUDED IN THE TOTAL REMUNERATION UPON WHICH PREMIUM FOR THIS ENDORSEMENT IS BASED;
- (C) AIRCRAFT OPERATION OR THE PERFORMANCE OF ANY DUTY IN CONNECTION WITH AIRCRAFT WHILE IN FLIGHT;
- (D) ANY PREMIUM, ASSESSMENT, PENALTY, FINE OR OTHER OBLIGATION IMPOSED BY ANY WORKMEN'S/WORKERS' COMPENSATION LAW;



- (E) BODILY INJURY OR DEATH SUSTAINED BY A MASTER OR MEMBER OF THE CREW OF ANY VESSEL OR BY ANY EMPLOYEE OF THE INSURED IN THE COURSE OF EMPLOYMENT SUBJECT TO THE UNITED STATES LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT;
- (F) ANY CLAIM FOR BODILY INJURY OR DEATH WITH RESPECT TO WHICH THE INSURED IS DEPRIVED OF ANY DEFENSE OR DEFENSES OR IS OTHERWISE SUBJECT TO PENALTY BECAUSE OF DEFAULT IN PREMIUM PAYMENT OR ANY OTHER FAILURE TO COMPLY WITH THE PROVISIONS OF THE WORKMEN'S/WORKERS' COMPENSATION LAW OR LAWS OF THE STATE MENTIONED ABOVE;
- (G) ANY CLAIM FOR DAMAGES ON ACCOUNT OF ANY DISEASE CAUSED BY OR AGGRAVATED BY PERIODIC, FREQUENT OR CONTINUAL EXPOSURE OVER A PERIOD OF DAYS, OR WEEKS, MONTHS OR LONGER TO CONDITIONS IN THE COURSE OF EMPLOYMENT, OR ANY OCCUPATIONAL DISEASE.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INCLUSION OF THIS ENDORSEMENT SHALL NOT OPERATE TO INCREASE THIS COMPANY'S TOTAL LIMITS PER OCCURRENCE OR IN THE AGGREGATE BEYOND THOSE EXPRESSED IN THE POLICY DECLARATION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON



THIS ENDORSEMENT #: 3 , EFFECTIVE: OCTOBER 18, 1993	
ATTACHED TO AND FORMING PART OF POLICY #: AH 5154 W	
OF THE: AMERICAN HOME ASSURANCE COMPANY	
ISSUED TO: FOSS MARITIME COMPANY, ET AL	

EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT

SCHEDULED LIMITS OF LIABILITY

\$AS PER ATTACHED EACH CLAIM \$AS PER ATTACHED AGGREGATE

I. EMPLOYEE BENEFITS LIABILITY COVERAGE

THE COMPANY WILL PAY ON BEHALF OF THE INSURED ALL SUMS IN EXCESS OF THE DEDUCTIBLE AMOUNT WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES ON ACCOUNT OF ANY CLAIM AGAINST THE INSURED ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION WITHIN THE POLICY TERRITORY, IN THE ADMINISTRATION OF THE NAMED INSURED'S EMPLOYEE BENEFITS PROGRAMS, PROVIDED SUCH CLAIM IS FIRST MADE AGAINST THE INSURED DURING THE PERIOD THIS INSURANCE IS IN FORCE AND THE INSURED AT THE EFFECTIVE DATE OF THIS INSURANCE HAD NO KNOWLEDGE OF OR COULD NOT HAVE REASONABLY FORESEEN ANY CIRCUMSTANCES WHICH MIGHT RESULT IN A CLAIM OR SUIT.

THE COMPANY SHALL HAVE THE RIGHT AND DUTY TO DEFEND ANY SUIT AGAINST THE INSURED SEEKING DAMAGES ON ACCOUNT OF SUCH CLAIM, EVEN IF ANY OF THE ALLEGATIONS OF THE SUIT ARE GROUNDLESS, FALSE OR FRAUDULENT, AND MAY MAKE SUCH INVESTIGATION AND SETTLEMENT OF ANY CLAIM OR SUIT AS IT DEEMS EXPEDIENT, BUT THE COMPANY SHALL NOT BE OBLIGATED TO PAY ANY CLAIM OR JUDGMENT OR TO DEFEND ANY SUIT AFTER THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY HAS BEEN EXHAUSTED BY PAYMENT, ON ACCOUNT OF ONE OR MORE CLAIMS TO WHICH THIS INSURANCE APPLIES, OF JUDGMENTS OR SETTLEMENTS OR OF SUMS DESCRIBED IN THE "SUPPLEMENTARY PAYMENTS" PROVISION, OR BOTH.

EXCLUSIONS

- A. ANY CLAIM ARISING OUT OF:
 - BODILY INJURY OR PROPERTY DAMAGE;



- 2. ANY DISHONEST, FRAUDULENT, CRIMINAL OR MALICIOUS ACT OR OUT OF LIBEL, SLANDER, DISCRIMINATION OR HUMILIATION;
- 3. THE FAILURE OF ANY INVESTMENT OR SAVINGS PROGRAM TO PERFORM AS REPRESENTED BY AN INSURED;
- 4. ADVICE GIVEN BY AN INSURED TO AN EMPLOYEE TO PARTICIPATE OR NOT TO PARTICIPATE IN ANY INVESTMENT OR SAVINGS PROGRAM;
- B. ANY CLAIM ARISING OUT OF THE FAILURE OF THE INSURED, OR ANY INSURER, FIDUCIARY TRUSTEE OR FISCAL AGENT, TO PERFORM ANY OF THEIR OBLIGATIONS OR TO FULFILL ANY OF THEIR GUARANTEES WITH RESPECT TO:
 - 1. THE PAYMENT OF BENEFITS UNDER EMPLOYEE BENEFIT PROGRAMS; OR
 - 2. THE PROVIDING, HANDLING OR INVESTMENT OF FUNDS RELATED THERETO.

II. LIMITS OF LIABILITY - DEDUCTIBLE

REGARDLESS OF THE NUMBER OF INSUREDS UNDER THIS POLICY, OR CLAIMS MADE OR SUITS BROUGHT ON ACCOUNT OF ALLEGED ACTS OR OMISSIONS BY AN INSURED, THE COMPANY'S LIABILITY IS LIMITED AS FOLLOWS:

WITH RESPECT TO THIS INSURANCE, THE LIMIT OF LIABILITY STATED IN THE SCHEDULE AS APPLICABLE TO "EACH CLAIM" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY, INCLUDING LIABILITY FOR ALL DAMAGES AND FOR ALL COSTS, EXPENSES AND PREMIUMS FOR RELEASE OF ATTACHMENT OR APPEAL BONDS DESCRIBED IN THE "SUPPLEMENTARY PAYMENTS" PROVISIONS AND INCURRED IN ACCORDANCE THEREWITH, ON ACCOUNT OF EACH CLAIM TO WHICH THIS INSURANCE APPLIES.

FOR THE PURPOSE OF APPLYING THE LIMITS OF THE COMPANY'S LIABILITY, ALL DAMAGES CLAIMED BY ONE EMPLOYEE AS THE RESULT OF A SERIES OF ACTS OR OMISSIONS SHALL BE CONSIDERED AS COMPRISING ONE CLAIM.

THE SUM OF \$50,000. SHALL BE DEDUCTED FROM THE TOTAL AMOUNT OF DAMAGES, EXCLUSIVELY OF SUCH COSTS, EXPENSES AND PREMIUMS, ON ACCOUNT OF EACH OCCURRENCE. ALL THE TERMS OF THIS INSURANCE APPLY IRRESPECTIVE OF THE APPLICATION OF THE DEDUCTIBLE AMOUNT AND THE COMPANY MAY PAY ANY PART OR ALL OF THE DEDUCTIBLE AMOUNT TO EFFECT SETTLEMENT OF ANY CLAIM OR SUIT, AND, UPON NOTIFICATION OF THE ACTIONS TAKEN, THE INSURED SHALL



PROMPTLY REIMBURSE THE COMPANY FOR SUCH PART OF THE DEDUCTIBLE AMOUNT AS HAS BEEN PAID BY THE COMPANY.

THE LIMIT OF LIABILITY STATED IN THE SCHEDULE AS "AGGREGATE" IS, SUBJECT TO THE ABOVE PROVISION RESPECTING "EACH CLAIM", THE TOTAL LIMIT OF THE COMPANY'S LIABILITY, INCLUDING LIABILITY FOR ALL DAMAGES AND FOR ALL SUCH COSTS, EXPENSES AND BOND PREMIUMS INCURRED, ON ACCOUNT OF ALL CLAIMS TO WHICH THIS INSURANCE APPLIES.

III. ADDITIONAL DEFINITIONS

WHEN USE IN REFERENCE TO THIS INSURANCE (INCLUDING ENDORSEMENTS FORMING A PART OF THIS POLICY):

A. "ADMINISTRATION" MEANS:

- 1. GIVING COUNSEL TO EMPLOYEES OF THE NAMED INSURED INCLUDING THE EMPLOYEE'S DEPENDENTS AND BENEFICIARIES WITH RESPECT TO ELIGIBILITY IN OR SCOPE OF EMPLOYEE BENEFIT PROGRAMS AVAILABLE TO SUCH EMPLOYEE BY VIRTUE OF HIS EMPLOYMENT BY THE NAMED INSURED;
- 2. HANDLING OF RECORDS IN CONNECTION WITH EMPLOYEE BENEFIT PROGRAMS;
- 3. EFFECTING OR TERMINATING ENROLLMENT OF ANY EMPLOYEE OF THE NAMED INSURED UNDER EMPLOYEE BENEFIT PROGRAMS;

PROVIDED ALL SUCH ACTS ARE AUTHORIZED BY THE NAMED INSURED.

B. "EMPLOYEE BENEFIT PROGRAMS" MEANS A FORMAL PROGRAM OR PROGRAMS OF EMPLOYEE BENEFITS MAINTAINED IN CONNECTION WITH THE BUSINESS OR OPERATIONS OF THE NAMED INSURED COVERED BY THE BODILY INJURY OR PROPERTY DAMAGE LIABILITY COVERAGES IN THIS POLICY, SUCH AS BUT NOT LIMITED TO GROUP LIFE INSURANCE, GROUP ACCIDENT & HEALTH INSURANCE, PENSION PLANS, EMPLOYEE STOCK SUBSCRIPTION PLANS, WORKERS COMPENSATION, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND DISABILITY BENEFITS.

IV. CONDITIONS

A. ALL OF THE CONDITIONS OF THIS POLICY APPLY TO THIS INSURANCE EXCEPT "FINANCIAL RESPONSIBILITY LAWS" AND "OTHER INSURANCE".



B. EXCESS INSURANCE: THIS INSURANCE SHALL BE EXCESS INSURANCE OVER ANY OTHER VALID AND COLLECTIBLE INSURANCE AVAILABLE TO THE ASSURED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON



THIS ENDORSEMEN	即 #: <u>4</u> , EI	FFECTIVE: OCTOBER	18, 1993
ATTACHED TO ANI	FORMING PART	OF POLICY #: AH	5154 W
OF THE:	AMERICAN HOME	ASSURANCE COMPANY	
ISSUED TO:	FOSS MARITIME	COMPANY, ET AL	

POLLUTION LIMITATION ENDORSEMENT (SUDDEN AND ACCIDENTAL BASIS)

THIS INSURANCE DOES NOT CONSTITUTE EVIDENCE OF FINANCIAL RESPONSIBILITY UNDER THE OIL POLLUTION ACT OF 1990 OR ANY SIMILAR FEDERAL OR STATE LAW AND IT IS A CONDITION OF THIS INSURANCE THAT IT SHALL NOT BE SUBMITTED TO THE UNITED STATES COAST GUARD OR ANY OTHER FEDERAL OR STATE AGENCY AS EVIDENCE OF FINANCIAL RESPONSIBILITY. THE UNDERWRITERS DO NOT CONSENT TO BE GUARANTORS.

SUCH COVERAGE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY TO ANY CLAIM ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE, OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS, OIL OR OTHER PETROLEUM SUBSTANCE OR DERIVATIVE (INCLUDING ANY OIL REFUSE OR OIL MIXED WASTES) OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE, OR ANY WATERCOURSE OR BODY OF WATER.

THIS EXCLUSION SHALL NOT APPLY, HOWEVER, PROVIDED THAT THE ASSURED ESTABLISHES THAT ALL OF THE FOLLOWING CONDITIONS HAVE BEEN MET:

- (A) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE WAS ACCIDENTAL AND WAS NEITHER EXPECTED NOR INTENDED BY THE ASSURED. A DISCHARGE, DISPERSAL, RELEASE OR ESCAPE SHALL NOT BE CONSIDERED UNINTENDED OR UNEXPECTED UNLESS CAUSED BY SOME INTERVENING EVENT NEITHER FORESEEABLE NOR INTENDED BY THE ASSURED.
- (B) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE CAN BE IDENTIFIED AS COMMENCING AT A SPECIFIC TIME AND DATE DURING THE TERM OF THE POLICY.
- (C) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE BECAME KNOWN TO THE ASSURED WITHIN 72 HOURS AFTER ITS COMMENCEMENT.



- (D) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE WAS REPORTED IN WRITING TO THESE UNDERWRITERS WITHIN 30 DAYS AFTER HAVING BECOME KNOWN TO THE ASSURED.
- (E) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE DID NOT RESULT FROM THE ASSURED'S INTENTIONAL AND WILLFUL VIOLATION OF ANY GOVERNMENT STATUTE, RULE OR REGULATION.

NOTHING CONTAINED IN THIS ENDORSEMENT SHALL OPERATE TO PROVIDE ANY COVERAGE WITH RESPECT TO:

- (1) LOSS OF, DAMAGE TO OR LOSS OF USE OF PROPERTY DIRECTLY OR INDIRECTLY RESULTING FROM SUBSIDENCE CAUSED BY SUBSURFACE OPERATIONS OF THE ASSURED;
- (2) REMOVAL OF, LOSS OF OR DAMAGE TO SUBSURFACE OIL, GAS OR ANY OTHER SUBSTANCE;
- (3) FINES, PENALTIES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, TREBLE DAMAGES OR ANY OTHER DAMAGES RESULTING FROM THE MULTIPLICATION OF COMPENSATORY DAMAGES;
- (4) ANY SITE OR LOCATION USED IN WHOLE OR IN PART FOR THE HANDLING, PROCESSING, TREATMENT, STORAGE, DISPOSAL OR DUMPING OF ANY WASTE MATERIALS OR SUBSTANCES OR THE TRANSPORTATION OF ANY WASTE MATERIALS OR SUBSTANCES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON



THIS ENDORSEMENT #: 5 , EFFECTIVE: OCTOBE	<u> 22, 1993</u>
ATTACHED TO AND FORMING PART OF POLICY #: AH 51	54 W
OF THE: AMERICAN HOME ASSURANCE COMPANY	
ISSUED TO: FOSS MARITIME COMPANY, ET AL	

IT IS HERBY UNDERSTOOD AND AGREED THAT THE <u>PORT OF TACOMA</u> IS **DELETED** FROM CLAUSE 3. "SCHEDULE OF ADDITIONAL ASSUREDS" OF THE "SPECIAL CONDITIONS AND WARRANTIES" EFFECTIVE OCTOBER 22, 1993.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

JANUARY 26, 1994

THIS ENDORSEMEN	T #:_6, EFI	FECTIVE:	NOVEMBER 17, 1993
ATTACHED TO ANI	FORMING PART	OF POLICY #:	AH 5154 W
OF THE:	AMERICAN HOME	ASSURANCE COMPA	ANY
ISSUED TO:	FOSS MARITIME	COMPANY, ET AL	

EFFECTIVE NOVEMBER 17TH, 1993, IT IS HEREBY UNDERSTOOD AND AGREED THAT:

NORTHLAND SERVICES, INC. P.O. BOX 24527 SEATTLE, WASHINGTON 98124

IS ADDED AS AN ADDITIONAL ASSURED SOLELY AS RESPECTS THE RENTAL OF A SLIP FOR TIE-UP OF "Z BIG ONE".

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON



THIS ENDORSEME	NT #:_7, EI	FFECTIVE:	DECEMBER 17, 1993
ATTACHED TO ANI	FORMING PART	OF POLICY #:_	AH 5154 W
OF THE:	AMERICAN HOME	ASSURANCE COM	PANY
ISSUED TO:	FOSS MARITIME	COMPANY, ET A	L ₁

EFFECTIVE DECEMBER 17TH, 1993, IT IS HEREBY UNDERSTOOD AND AGREED THAT:

NASSCO

ATTN: CHRIS VILHAN

P.O. BOX 85278

SAN DIEGO, CA 92186-5278

IS ADDED AS AN ADDITIONAL ASSURED SOLELY AS RESPECTS THE REPAIR OF A VESSEL OWNED BY FOSS MARITIME COMPANY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET_FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON



THIS ENDORSEMEN	T #:_8, EF	FECTIVE:	JANUARY 12, 1994
ATTACHED TO AND	FORMING PART	OF POLICY #:	AH 5154 W
OF THE:	AMERICAN HOME	ASSURANCE COMPA	/NY
ISSUED TO:	FOSS MARITIME	COMPANY, ET AL	

EFFECTIVE JANUARY 12TH, 1994, IT IS HEREBY UNDERSTOOD AND AGREED THAT:

PITNEY BOWES CREDIT CORP. P.O. BOX 5085 NORWALK, CONNECTICUT 06856

IS ADDED AS AN ADDITIONAL ASSURED SOLELY AS RESPECTS THE LEASE OF A MAILING SCALE UNDER LEASE # 3514346-001.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON



THIS ENDORSEMEN	IT #: <u>9</u> , EI	FECTIVE:	<u>NOVEMBER 17, 1993</u>
ATTACHED TO AND	FORMING PART	OF POLICY #:_	AH 5154 W
OF THE:	AMERICAN HOME	ASSURANCE COM	PANY
ISSUED TO:	FOSS MARITIME	COMPANY, ET A	L

EFFECTIVE NOVEMBER 17TH, 1993, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE:

CITY OF LONG BEACH-BOARD OF HARBOR COMMISSIONERS 925 HARBOR PLAZA LONG BEACH, CA 90802

IS ADDED AS AN ADDITIONAL ASSURED SOLELY WITH RESPECT TO LIABILITY AND DEFENSE OF SUITS OR CLAIMS ARISING FROM THE OPERATIONS, PRODUCTS AND ACTIVITIES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORÍZEÓ SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

APRIL 29, 1994



THIS ENDORSEMENT #: 10 , EFFECTIVE: JANUARY 13, 1994				
ATTACHED TO AND FORMING PART OF POLICY #: AH 5154 W				
OF THE: AMERICAN HOME ASSURANCE COMPANY				
ISSUED TO: FOSS MARITIME COMPANY, ET AL				
EFFECTIVE JANUARY 13TH, 1994, IT IS HEREBY UNDERSTOOD AND AGREED THAT:				
DANA COMMERICAL CREDIT P.O. BOX 7011 TROY, MICHIGAN 48007-7011				

IS ADDED AS AN ADDITIONAL ASSURED SOLELY WITH RESPECT TO THE LEASE OF A RICOH FT 6750 COPIER UNDER LEASE # 283877.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

JANUARY 26, 1994

THIS ENDORSEMENT #: 11 , EFFECTIVE:	FEBRUARY 8, 1994
ATTACHED TO AND FORMING PART OF POLICY #:	AH 5154 W
OF THE: AMERICAN HOME ASSURANCE COMP	ANY
ISSUED TO: FOSS MARITIME COMPANY, ET AL	
EFFECTIVE FEBRUARY 8TH, 1994, IT IS HEREB AGREED THAT:	Y UNDERSTOOD AND
CLUB NAUTICO DE SAN JUAN, INC. P.O. BOX 1133	

IS ADDED AS AN ADDITIONAL ASSURED SOLELY WITH RESPECT TO THE TO OIL SPILL CLEAN-UP ACTIVITIES THE ASSURED.

SAN JUAN, PUERTO RICO 00902-1133

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

APRIL 28, 1994

THIS ENDORSEMENT #: 12 , EFFECTIVE: FEBRUARY 15, 1994
ATTACHED TO AND FORMING PART OF POLICY #: AH 5154 W
OF THE: AMERICAN HOME ASSURANCE COMPANY
ISSUED TO: FOSS MARITIME COMPANY, ET AL
EFFECTIVE FEBRUARY 15TH, 1994, IT IS HEREBY UNDERSTOOD AND AGREED THAT:
PACIFIC HOLDINGS, INC.
IS ADDED AS A NAMED ASSURED UNDER THE "SPECIAL CONDITIONS AND WARRANTIES, CLAUSE 1. SCHEDULE OF NAMED ASSUREDS".

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

APRIL 28, 1994



THIS ENDORSEMEN	F #: 13 , EF	FECTIVE: FEBI	RUARY 25, 1994
ATTACHED TO AND	FORMING PART	OF POLICY #: AF	ł 5154 W
OF THE:	AMERICAN HOME	ASSURANCE COMPANY	
ISSUED TO:	FOSS MARITIME	COMPANY, ET AL	

EFFECTIVE FEBRUARY 25TH, 1994, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE ADDRESS FOR ANCHORAGE LOCATION SHOWN UNDER THE "SPECIAL CONDITIONS AND WARRANTIES, CLAUSE 2. SCHEDULE OF LOCATIONS" IS AMENDED TO READ AS FOLLOWS:

FOSS MARITIME COMPANY 201 BARROW STREET SUITE 101 ANCHORAGE, ALASKA 99501

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

APRIL 29, 1994



THIS ENDORSEMENT #: 14 , EFFECTIVE: APRIL 26, 1994
ATTACHED TO AND FORMING PART OF POLICY #: AH 5154 W
OF THE: AMERICAN HOME ASSURANCE COMPANY
ISSUED TO: FOSS MARITIME COMPANY, ET AL
·
EFFECTIVE APRIL 26TH, 1994, IT IS HEREBY UNDERSTOOD AND AGREED THAT:
CITY OF RAINIER

IS ADDED AS A ADDITIONAL ASSURED WITH A WAIVER OF SUBROGATION SOLELY WITH RESPECT TO THE LEASE OF A RADIO TOWER.

ATTN: RENEE JOHNSON

RAINIER, OREGON 97048

P.O. BOX 100

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

MAY 2, 1994

THIS ENDORSEMENT #: 15 , EFFECTIVE: MAY 12, 19	94
ATTACHED TO AND FORMING PART OF POLICY #: AH 5154 W	
OF THE: AMERICAN HOME ASSURANCE COMPANY	·····
ISSUED TO: FOSS MARITIME COMPANY, ET AL	

EFFECTIVE MAY 12TH, 1994, IT IS HEREBY UNDERSTOOD AND AGREED THAT:

CHEVRON CHEMICAL COMPANY ATTN: C. R. DAVIDSON AGRICULTURAL DIVISION P.O. BOX 810 ST. HELENS, OREGON 97051

IS ADDED AS A ADDITIONAL ASSURED SOLELY WITH RESPECT TO WORK PERFORMED BY THE NAMED ASSURED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

MAY 16, 1994

THIS ENDORSEMENT #: 16 , E	FFECTIVE: MAY 16, 1994
A THE STATE OF THE TABLETIS DATE	2 OF BOY TOW # 2 34 54 54 57
ATTACHED TO AND FORMING PART	OF POLICY #: AH 5154 W
OF THE: AMERICAN HOME	ASSURANCE COMPANY
ISSUED TO: FOSS MARITIME	COMPANY, ET AL

EFFECTIVE MAY 16TH, 1994, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE:

PORT OF SEATTLE P.O. BOX 1209 SEATTLE, WA 98111

ATTN: MARINE REAL ESTATE

IS ADDED AS A ADDITIONAL ASSURED SOLELY WITH RESPECT TO PREMSISES LEASED FROM THE PORT OF SEATTLE AND LOCATED AT TERMINAL 46, TERMINAL 18 AND PIER 16/17.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

MAY 17, 1994

THIS ENDORSEMENT #:	: 17 , EFFECTIVE:	MAY 23, 1994
ATTACHED TO AND FO	RMING PART OF POLICY #:	AH 5154 W
OF THE:AME	RICAN HOME ASSURANCE COMPA	/NA
ISSUED TO: FOSS	S MARITIME COMPANY, ET AL	

EFFECTIVE MAY 23rd, 1994, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE:

CHEVRON SHIPPING ATTN: ANNE LYNCH 555 MARKET STREET 15TH FLOOR SAN FRANCISCO, CALIFORNIA 94105

IS ADDED AS A ADDITIONAL ASSURED SOLELY WITH RESPECT TO OPERATIONS UNDER SHIPYARD SERVICE CONTRACT.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

JUNE 2, 1994

THIS ENDORSEMEN	T #: 18 , EFFECTIVE	JUNE 6, 1994
ATTACHED TO ANI	FORMING PART OF POLI	CY #: AH 5154 W
OF THE:	AMERICAN HOME ASSURAN	CE COMPANY
ISSUED TO:	FOSS MARITIME COMPANY	, ET AL

EFFECTIVE JUNE 6th, 1994, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE:

PORT OF SAN DIEGO ATTN: DAVID A. SANDOVAL P.O. BOX 488 SAN DIEGO, CALIFORNIA 92112-0488

AND ITS OFFICERS, OFFICIALS AND EMPLOYEES ARE ADDED AS AN ADDITIONAL ASSURED SOLELY WITH RESPECT TO OPERATIONS OF THE NAMED ASSURED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

JUNE 7, 1994



THIS ENDORSEME	NT #: <u>19</u> , E	FFECTIVE:	JUNE 6, 1994
ATTACHED TO AN	O FORMING PART	OF POLICY #:	AH 5154 W
		ASSURANCE COMPA	
		COMPANY, ET AL	

EFFECTIVE JUNE 6th, 1994, IT IS HEREBY UNDERSTOOD AND AGREED THAT, UNDER THE "SPECIAL CONDITIONS AND WARRANTIES, CLAUSE 2. SCHEDULE OF LOCATIONS", THE FOLLOWING ADDRESS IS DELETED:

GULF CARIBE MARITIME
260 NORTH JACKSON STREET
SUITE A
MOBILE, ALABAMA 36603

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE FOLLOWING ADDRESS AS ADDED:

GULF CARIBE MARITIME 210 ST. LOUIS STREET MOBILE, ALABAMA 36602

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOYE SET FORTH.

AUTHORÍZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

JUNE 7, 1994

REMAL

THIS ENDORSEMEN	T #: 20 , El	FECTIVE:	JUNE 9, 1994
ATTACHED TO AND	FORMING PART	OF POLICY #:	AH 5154 W
OF THE:	AMERICAN HOME	ASSURANCE COMPAN	1X
		COMPANY, ET AL	

EFFECTIVE JUNE 9th, 1994, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE ADDED AS ADDITIONAL ASSUREDS SOLELY WITH RESPECT TO FOSS MARITIME COMPANY'S PARTICIPATION IN OPERATIONS PERFORMED ON BEHALF OF AND/OR IN CONNECTION WITH THE "CELLULAR ONE FAMILY FOURTH" TO BE HELD ON JULY 4TH, 1994:

CELLULAR ONE
ONE REEL
CAR TOYS
THE CITY OF SEATTLE
BELLEVUE RADIO, INC. DBA 92.5 KLSY
GAYLORD ENTERTAINMENT COMPANY DBA KSTW TV-11
TECHNOPHONE
BROTHERS ENTERPRISES LP DBA CHANDLER'S COVE
OCEAN ALEXANDER INVESTMENTS, INC. DBA
YALE STREET LANDING
PEPSICO, INC. DBA PEPSI
SEATTLE COMMONS

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

JUNE 15, 1994





NEW YORK, NEW YORK A CAPITAL STOCK COMPANY FOUNDED 1853 AMERICAN INTERNATIONAL MARINE AGENCY

> THREE EMBARCADERO CENTER SAN FRANCISCO, CALIFORNIA 94111

Amount \$ 1,000,000.00

AGREED

Premium \$ 90,000,00

No.M0040...

BY THIS POLICY OF INSURANCE

Does insure

FOSS MARITIME COMPANY, ET AL

660 WEST EWING STREET

SEATTLE, WASHINGTON

For account of

THEMSELVES

Loss, if any, payable to ASSURED, OR ORDER

To the amount of

ONE MILLION DOLLARS AND NO CENTS (AS PER POLICY ATTACHED) ----- Dollars

OCTOBER 18, 1994, 12:01 AM, PACIFIC STANDARD TIME to OCTOBER 1, 1995, 12:01 AM, PACIFIC STANDARD TIME

COMPREHENSIVE MARINE LIABILITY

Subject to conditions of form attached herein.

AS PER FORMS ATTACHED

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO the conditions which are hereby specially referred to and made part of this Policy, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive or be deemed to have waived any provision or condition of this Policy unless such waiver, if any, shall be written upon or attached hereto, not shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the Assured unless so written or attached.

In Witness Whereof, the said American Home Assurance Company has caused this Policy to be signed by its President and Secretary, but it shall not be valid unless countersigned by a duly authorized representative of the Company.

Countersigned at SEATTLE WASHINGTON

this 13th day of FEBRUARY

Agent.

COMPREHENSIVE MARINE LIABILITY

GENERAL CONDITIONS

Named Insured:	FOSS MARITIME COMPANY, ET AL
Address of Insured:	660 WEST EWING STREET
	SEATTLE, WASHINGTON 98119

Loss, if any, payable to the Insured, or order.

- I. In consideration of the payment of the premium, and subject to all the terms of this policy, the company agrees to cover the Insured(s) named herein.
- II. Limit of Liability: It is understood and agreed that the liability of this Company shall not exceed \$1,000,000.00 any one occurrence, including supplementary payments. It is further understood and agreed that the liability of this company shall not exceed \$1,000,000.00 any one policy period with respect to liability included within the products hazard or completed operations hazard, with respect to liability arising out of operations performed for the Insured by independent contractors, or with respect to any other liability for which the limit of liability is defined herein as aggregate.
- III. <u>Deductible</u>: No claim shall be payable under this policy unless the aggregate liability for any one occurrence, including supplementary payments, exceeds the sum of \$25,000.00 and this sum shall be deducted from the amount payable hereunder for each occurrence.
- IV. <u>Term</u>: This policy shall cover all occurrences on or after <u>OCTOBER 18, 1994</u> and prior to <u>OCTOBER 1, 1995</u>, beginning and ending at 12:01 AM, Pacific Standard Time unless sooner terminated as hereinafter provided.
- V. Premium and Reporting:
 - A. (As Attached)
- VI. <u>Policy Territory</u>: This insurance applies only to injury or damage caused by an occurrence within the policy territory described as follows:

Worldwide, provided suit is first brought in Canada, the U.S., it territories or possessions.



- VII. Inspection and Audit: The company shall be permitted but not obligated to inspect the Named Insured's property and operations at any reasonable time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.
- VIII. This policy is subject to Special Conditions and Warranties as attached.

SPECIAL CONDITIONS AND WARRANTIES

1. SCHEDULE OF NAMED INSUREDS TO READ AS FOLLOWS:

FOSS MARITIME COMPANY FOSS TITLE XI, INC. PACIFIC MARINE CONSTRUCTORS, INC. FOSS L & T COMPANY FOSS ALASKA LINE, INC. GULF CARIBE MARITIME, INC. TRC. AS THEIR INTERESTS MAY APPEAR FOSS PACIFIC SOUTHWEST PACIFIC TOWBOAT & SALVAGE COMPANY FOSS - SEARIVER, A JOINT VENTURE BRIX MARITIME COMPANY BRIX CORPORATION BRIX MARITIME BARGING, INC. KNAPPTON CORPORATION KNAPPTON MARITIME CORPORATION MARINE EQUIPMENT LEASING COMPANY THE STEGFRIED COMPANY OREGON CITY BOOM, INC. SUN DIAL BOOMING COMPANY BRIX RAFTING AND SORTING COMPANY BRIX MARITIME TOWING LAFFERTY TRANSPORTATION COMPANY CARSLIP COMPANY SEA COAST TOWING, INC. COLUMBIA RIVER LOG SERVICES, A JOINT VENTURE DEEP RIVER RAFTING AND SORTING BRIXCO, INC. SORT-WELL, INC. TWEED TOWING, INC. TWEED MARINE, INC. TWEED TOWING FOUR SEASONS LEASING COMPANY WILLAMETTE RIVER LOG SERVICES, A JOINT VENTURE RAINIER BOAT REPAIR

TOTEM RESOURCES CORPORATION SOLELY AS RESPECTS THEIR INTERESTS IN THE OPERATIONS OF FOSS MARITIME COMPANY AND/OR ITS SUBSIDIARIES

AND ALL SUBSIDIARY COMPANIES, INCLUDING SUBSIDIARIES THEREOF, OF THE FIRST NAMED INSURED.

2. SCHEDULE OF LOCATIONS TO READ AS FOLLOWS:

FOSS MARITIME COMPANY
937 BOAT HAVEN DRIVE
PORT ANGELES, WASHINGTON 98362



FOSS MARITIME COMPANY
P.O. BOX 937
BELLINGHAM, WASHINGTON 98227

FOSS MARITIME COMPANY 201 BARROW STREET SUITE 101 ANCHORAGE, ALASKA 99501

PACIFIC TOWBOAT & SALVAGE COMPANY P.O. BOX 1940 PIER D BERTH 35 LONG BEACH, CALIFORNIA 90802

FOSS MARITIME COMPANY P.O. BOX 720 EVERETT, WASHINGTON 98206

FOSS MARITIME COMPANY P.O. BOX 711 HOQUIAM, WASHINGTON 98550-0711

FOSS MARITIME COMPANY 6600 WEST EWING STREET SEATTLE, WASHINGTON 98119

GULF CARIBE MARITIME, INC. 210 ST. LOUIS STREET MOBILE, ALABAMA 36602

FOSS MARITIME COMPANY 128 PIONEER DRIVE VALDEZ, ALASKA

FOSS MARITIME COMPANY GENERAL DYNAMICS HARBOR DRIVE FACILITY PORT OF SAN DIEGO, CALIFORNIA

FOSS MARITIME COMPANY PORT OF PONCE PUERTO RICO

FOSS - SEARIVER, A JOINT VENTURE 150 - A WEST INDUSTRIAL WAY BENICIA, CALIFORNIA

BRIX MARITIME COMPANY 9030 NORTHWEST ST. HELENS ROAD PORTLAND, OREGON

BRIX MARITIME COMPANY FOOT OF 14TH STREET ASTORIA, OREGON



BRIX MARITIME COMPANY 611 A STREET EAST RAINIER, OREGON

BRIX MARITIME COMPANY 1580 WEST BLACKWELL ROAD COEUR D'ALENE, IDAHO

COLUMBIA RIVER LOG SERVICES DIKE ROAD BINGEN, WASHINGTON

BRIX RAFTING & SORTING 5501 NORTHEAST 223RD DRIVE FAIRVIEW, OREGON 97124

OREGON CITY BOOM 18TH & CLACKAMETTE OREGON CITY, OREGON

OREGON CITY LOG YARD AGNES STREET OREGON CITY, OREGON

BRIX MARITIME COMPANY 2501 SOUTHEAST COLUMBIA WAY SUITE 240 VANCOUVER, WASHINGTON

BRIX MARITIME COMPANY 907 D STREET LEWISTON, IDAHO

BRIX MARITIME BARGING 353 ALASKAN WAY SOUTH SEATTLE, WASHINGTON

BRIX MARITIME COMPANY WILMA, WASHINGTON

BRIX MARITIME COMPANY TROUTDALE, OREGON

BRTX MARITIME COMPANY 8940 NORTH BRADFORD PORTLAND, OREGON

RAINIER BOAT REPAIR 611 A STREET EAST RAINIER, OREGON



SCHEDULE OF ADDITIONAL ASSUREDS TO READ AS FOLLOWS:

ADDITIONAL ASSURED

PORT OF BELLINGHAM P.O. BOX 1737 BELLINGHAM, WA 98227-1737

HANSON NATURAL RESOURCE COMPANY THE PERFORMANCE OF CAVENHAM FOREST INDUSTRIES DIV. ANY CONTRACT WITH 62424 NEHALEM HIGHWAY NORTH VERNONIA, OREGON 97064

COAST CRANE COMPANY OF WA. 1531 UTAH AVENUE SOUTH SEATTLE, WASHINGTON 98124

NATIONAL FISHERMAN EXPOSITION DIVERSIFIED EXPOSITIONS, INC. 5 MILK STREET P.O. BOX 7437 PORTLAND, MAINE 04112-7437

STATE OF OREGON DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION 1225 FERRY STREET SALEM, OREGON 97310-1530

PACIFIC AMERICAN COMMERCIAL CO. P.O. BOX 3742 SEATTLE, WASHINGTON 98124

PACIFIC SHIP REPAIR AND FABRICATION, INC. ATTN: BRENDA JOHNSON 1625 RIGEL STREET SAN DIEGO, CA 92113

PHILLIPS PETROLEUM COMPANY ATTN: J.R. JACKSON P.O. BOX 1967 HOUSTON, TEXAS 77251-1967

PORTLAND GENERAL ELECTRIC CO. 121 SOUTHWEST SALMON STREET PORTLAND, OREGON 97204

SOLELY WITH RESPECT TO THE NAMED ASSURED'S OPERATIONS ONLY AS REGARDS:

LEASED PREMISES AT WHATCOM INTERNATIONAL SHIPPING TERMINAL

HANSON NATURAL RESOURCE COMPANY

THEIR INTEREST IN EQUIPMENT LEASED TO THE NAMED ASSURED

FISH EXPO 94' HELD AT THE WASHINGTON CONVENTION CENTER IN NOVEMBER 1994

THE STATE OF OREGON, ITS DEPARTMENTS, DIVISIONS, OFFICERS, EMPLOYEES, MEMBERS AND AGENTS ARE NAMED AS ADDITIONAL INSUREDS, EXCEPT FOR WORKERS' COMPENSATION INSURANCE

EQUIPMENT RENTED UNDER RENTAL AGREEMENT NO. RA-38101

THEIR INTEREST IN THE NAMED ASSURED'S OPERATIONS

WITH A WAIVER OF SUBROGATION WITH REGARDS TO MASTER TIME CHARTER AGREEMENT, CONTRACT NO. MTC-012

WORK PERFORMED BY THE NAMED ASSURED OR PORTLAND GENERAL ELECTRIC COMPANY, ITS DIRECTORS, OFFICERS, AND EMPLOYEES

PORT OF PORTLAND P.O. BOX 3529 PORTLAND, OREGON 97208 OPERATIONS OF THE NAMED ASSURED

CITY OF SEATTLE
SEATTLE PURCHASING DIVISION
910 ARCTIC BUILDING
700 3rd AVENUE
SEATTLE, WASHINGTON
BUYER: JIM WELCH
P# 1269960-11

THEIR BOAT IN CARE, CUSTODY AND CONTROL OF THE ASSURED UNDER CONTRACT #TBD

SHELL OIL COMPANY
ATTN: STEVE DAVIS
SENIOR BUYER
P.O. BOX 4655
HOUSTON, TEXAS 77210-4655

OPERATIONS PERFORMED BY FOSS ON SHELL PREMISES

SIMPSON TACOMA CRAFT COMPANY 1201 3rd AVENUE SEATTLE, WASHINGTON 98101-3009 ASSURED'S OPERATIONS
ON SIMPSON TACOMA
CRAFT COMPANY
PROPERTY LOCATED
ADJACENT TO THE
MIDDLE WATERWAY

PORT OF TACOMA
REAL ESTATE DEPARTMENT
P.O. BOX 1837
TACOMA, WASHINGTON 98401-1837

AND HELD HARMLESS
WITH RESPECT TO
MOORAGE & PIER
LEASE, PREMISES
LEASED AT BARGE PIER
BERTH B LOCATED AT
401 ALEXANDER AVENUE
TACOMA, WASHINGTON
AND MOORAGE ACREAGE
IN MILWAULKEE
WATERWAY

UNIVERSITY OF WASHINGTON
PURCHASING DEPARTMENT
3917 UNIVERSITY WAY NE
SEATTLE, WASHINGTON 98105

MOORAGE FOR THE
"THEA FOSS" AT THE
UNIVERSITY OF
WASHINGTON DURING
FOOTBALL GAMES

JAMES W. WREY, JR.
DINAH-SUE WREY, AND
ROYANN TAYLOR
318 GRANT STREET
HOQUIM, WASHINGTON 98550

FOSS MARITIME'S USE OF THEIR DOCK

WSMC C/O MARINE EXCHANGE 2710 FIRST AVENUE SUITE 110 SEATTLE, WASHINGTON 98121

THE OPERATIONS OF THE ASSURED



KING COUNTY
DEPT. OF METROPOLITAN SERVICES
ATTN: BILL OLWELL
P.O. BOX 70716
SEATTLE, WASHINGTON

WORK PERFORMED BY
THE NAMED ASSURED, THE
CERTIFICATE-HOLDER AND
ITS OFFICERS, OFFICIALS,
AGENTS, AND EMPLOYEES ARE
NAMED AS ADDITIONAL
ASSUREDS

PORT TOWNSEND PAPER COMPANY ATTN: YVONNE STARKEY P.O. BOX 3170 PORT TOWNSEND, WASHINGTON 98368

INTEREST IN THE OPERATIONS OF THE ASSURED

PITNEY BOWES CREDIT CORP. P.O. BOX 5085 NORWALK, CONNECTICUT 06856 LEASE OF A MAILING SCALE UNDER LEASE #3514346-001

NYK LINE (NORTH AMERICA) INC. ATTN: JACKIE BRANDON ONE TRADE CENTER 121 SE SALMON STREET PORTLAND, OREGON 97204 OPERATIONS OF THE NAMED ASSURED

NORTHLAND SERVICES, INC P.O. BOX 24527 SEATTLE, WA 98124 OPERATIONS O THE NAMED ASSURED, NORTHLAND SERVICES, INC., ITS OFFICIALS, DIRECTORS, EMPLOYEES AND RELATED COMPANIES. SUBROGATION IS WATVED

NASCO ATTN: CHRIS VILHEN P.O. BOX 85278 SAN DIEGO, CALIFORNIA 92186-5278

REPAIR OF A SHIP OWNED BY FOSS MARITIME COMPANY

JAMES RIVER CORPORATION ATTN: GREG MOORE WAUAN MILL CLATSKANIE, OREGON 97016 WORK PERFORMED BY THE NAMED ASSURED

DANA COMMERCIAL CREDIT ATTN: ANN TAGGERT P.O. BOX 7011 TROY, MICHIGAN 48007-7011 THE LEASE OF A RICOH FT6750 UNDER LEASE #283877

CHEVRON SHIPPING ATTN: ANNE LYNCH 555 MARKET STREET 15th FLOOR SAN FRANCISCO, CA 94105 OPERATIONS UNDER SHIPYARD SERVICE CONTRACT

CHEVRON CHEMICAL COMPANY ATTN: C.R. DAVIDSON AGRICULTURE DIVISION P.O. BOX 810 ST. HELENS, OREGON 97051 WORK PERFORMEDBY THE NAMED ASSURED



BOISE CASCADE
WHITE PAPER DIVISION
ATTN: NIKKI FELTON
1300 KASTER ROAD
ST. HELENS, OREGON 97051

OPERATIONS OF THE ASSURED

MSRC ATTN: SCOTT MORRIS 1350 I STREET NW SUITE 300 WASHINGTON DC 20005 OPERATIONS PERFORMED BY FOSS MARITIME COMPANY AND ITS SUBSIDIARIES

COLUMBIA BUSINESS CENTER ATTN: DIANA 2501 SE COLUMBIA WAY SUITE 240 VANCOUVER, WASHINGTON 98661 RENTAL OF BUILDING 36 IN VANCOUVER, WASHINGTON USED FOR STORAGE OF SPARE PARTS

M.A. MORTENSON ATTN: E.D. COHEN 1400 UTAH STREET SEATTLE, WASHINGTON 98199 OPERATIONS OF THE ASSURED

UNITED STATES DEPARTMENT
OF TRANSPORTATION
DIRECTOR
OFFICE OF MARINE INSURANCE
MARITIME ADMINISTRATION
WASHINGTON DC 20590

OPERATIONS OF THE ASSURED INCLUDING PHYSICAL LOSS OR DAMAGE TO VESSELS WHILE IN THE CUSTODY OF THE ASSURED

SANWA LEASING CORPORATION
C/O LEASE INSURANCE AGENCY SVCS.
1756 114th AVENUE SE
SUITE 230
BELLEVUE, WASHINGTON 98004

LEASED EQUIPMENT UNDER LEASE #002-5015639-000 LOCATED AT PIER D, BERTH 35, LONG BEACH, CALIFORNIA

CITY OF RAINIER
ATTN: RENEE JOHNSON
P.O. BOX 100
RAINIER, OREGON 97048

LEASE OF A RADIO TOWER WITH A WAIVER OF SUBROGATION

STATE OF OREGON
DIVISION OF STATE LANDS
775 SUMMER STREET
SALEM, OREGON 97310

LEASES ML - 311, 473, 512 522, 523, 524, 528, 573, 575, 578, 580, 582, 583, 585, 586, 587, 613, AND 776

BOSLER ENERGY SYSTEMS ATTN: KIRK MUNN 14211 NE 93rd PLACE WOODINVILLE, WASHINGTON 98072 RENTAL OF A COLUMBIA 15HP BOILER, MODEL CT15



FISHING COMPANY OF ALASKA ATTN: JOHN TELLESRO 200 WEST THOMAS SUITE 440 SEATTLE, WASHINGTON 98119 WORK PERFORMED BY FOSS MARITIME ON THE "ALASKA VICTORY"

NORTHLAKE SHIPYARD, INC. 1441 NORTH NORTHLAKE WAY SEATTLE, WASHINGTON 98103 WORK PERFORMED BY THE NAMED ASSURED

PACIFIC FISHING EXCHANGE 1515 NW 51st STREET SEATTLE, WASHINGTON 98107 THE OPERATIONS OF THE NAMED ASSURED

SAN DIEGO UNITED PORT DISTRICT P.O. BOX 488 SAN DIEGO, CALIFORNIA 92112 THE DISTRICT, ITS
OFFICERS, OFFICIALS AND
EMPLOYEES ARE ADDITIONAL
INSUREDS ON ALL LIABILITY
POLICIES AS RESPECTS: (1)
PRODUCTS AND OPERATIONS
OF TENANT; (2) PREMISES,
OWNED, LEASED, OR USED BY
TENANT.

PORT OF SEATTLE ATTN: MARINE REAL ESTATE P.O. BOX 1209 SEATTLE, WASHINGTON 98111 FACILITY OR FACILITIES LEASED FROM PORT OF SEATTLE AT TERMINAL 18, TERMINAL 107, PIER 16, AND TERMINAL 91

SKYREACH EQUIPMENT COMPANY 831 5th AVENUE SOUTH KENT, WASHINGTON 98032 EQUIPMENT RENTED FROM SKYREACH EQUIPMENT COMPANY

SOUTHWEST MARINE, INC. P.O. BOX 13308 SAN DIEGO, CALIFORNIA 92113 THE OPERATIONS OF THE NAMED ASSURED

UNIVERSITY OF CALIFORNIA
AT SAN DIEGO
PURCHASING DIVISION Q026
LA JOLLA, CALIFORNIA 92093

THE OPERATIONS OF THE NAMED ASSURED

UNIVERSITY OF WASHINGTON PURCHASING DEPARTMENT 3917 UNIVERSITY WAY NE SEATTLE, WASHINGTON 98105 ACTS OR OMISSIONS OF FOSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS

UNION OIL COMPANY
OF CALIFORNIA DBA UNOCAL
PETROLEUM PRODUCTS &
CHEMICALS DIVISION
ATTN: CIT
SUITE 439-B

LOS ANGELES, CALIFORNIA 90051

P.O. BOX 7600

LIABILITY ARISING OUT
OF OPERATIONS PERFORMED
BY THE NAMED INSURED
UNDER THE TERMS OF A
CONTRACT BETWEEN UNOCAL
AND THE NAMED ASSURED



- 4. IT IS HEREBY UNDERSTOOD AND AGREED THAT THE COVERAGES INCORPORATED IN THIS POLICY OF INSURANCE ARE PROVIDED FOR THE OPERATIONS OF FOSS MARITIME COMPANY, ET AL ONLY AND SPECIFICALLY EXCLUDES THE UNRELATED ACTIVITIES OF TOTEM OCEAN TRAILER EXPRESS AND ANY OTHER TOTEM RESOURCE CORPORATION SUBSIDIARIES.
- 5. IT IS HEREBY UNDERSTOOD AND AGREED THAT ANY AND ALL ACTIVITIES AND/OR OPERATIONS OF FOSS ENVIRONMENTAL SERVICE COMPANY ARE EXCLUDED FROM COVERAGE PROVIDED BY THIS POLICY.
- IT IS HEREBY UNDERSTOOD AND AGREED THAT FOR THE PURPOSE 6. OF COMPLYING WITH THE DEDUCTIBLE REQUIREMENTS OF THE STATE PESTICIDE APPLICATORS WASHINGTON RESPONSIBILITY CERTIFICATE INSURANCE DEDUCTIBLE IS REDUCED FROM \$25,000.00 TO \$5,000.00 PER OCCURRENCE FOR ANY AND ALL CLAIMS DEEMED TO HAVE FALLEN WITHIN THE SCOPE OF THE SAÍD CERTIFICATE SIGNED BY THIS COMPANY. THE POLICY DEDUCTIBLE OF \$25,000.00 REMAINS IN FULL FORCE AND EFFECT FOR ALL OTHER CLAIMS ARISING IT IS FURTHER UNDERSTOOD AND AGREED THAT THE SIGNING OF THE ABOVE MENTIONED CERTIFICATE IN NO WAY IS TO BE CONSTRUED TO BROADEN OR ALTER THE TERMS AND CONDITIONS OF THIS POLICY EXCEPT FOR THE LEVEL OF APPLICABLE DEDUCTIBLE ABOVE.
- 7. IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE "BROAD FORM LIABILITY ENDORSEMENT, SECTION II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE, CLAUSE (D) ADDITIONAL DEFINITIONS, CLAUSE 3." IS AMENDED TO READ AS FOLLOWS:
 - (D) 3. A PUBLICATION OR UTTERANCE
 - (a) OF A LIBEL OR SLANDER OR OTHER DEFAMATORY OR DISPARAGING MATERIAL, OR
 - (b) IN VIOLATION OF AN INDIVIDUAL'S RIGHT OF PRIVACY;

EXCEPT PUBLICATIONS OR UTTERANCES TOADVERTISING, COURSE OF OR RELATED BROADCASTING, PUBLISHING OR. TELECASTING ACTIVITIES CONDUCTED BY OR ON BEHALF OF THE NAMED INSURED SHALL NOT BE DEEMED PERSONAL INJURY; EXCEPT AS RESPECTS THE FOSS MARITIME COMPANY'S IN-HOUSE PUBLISHING OF "TOWBITTS" MAGAZINE ONLY, SUCH SHALL BE DEEMED PERSONAL INJURY.

8. IT IS HEREBY UNDERSTOOD AND AGREED THAT COVERAGE AS PROVIDED UNDER THIS POLICY FOR THE REPAIR OF VESSELS



DOES NOT APPLY TO VESSELS OWNED AND/OR CHARTERED BY FOSS MARITIME COMPANY AND/OR ANY OF ITS SUBSIDIARIES.

IT IS FURTHER UNDERSTOOD AND AGREED THAT RECEIPTS FOR THE REPAIR OF SUCH VESSELS ARE NOT TO BE INCLUDED IN THE SEMI-ANNUAL REPORTS OF GROSS RECEIPTS.

RATES & PREMIUM: THE ASSURED, BY ACCEPTANCE OF THIS POLICY, AGREES TO KEEP AN ACCURATE RECORD OF ALL GROSS CHARGES FOR OPERATIONS COVERED UNDER THE TERMS AND CONDITIONS OF THIS POLICY, WHICH RECORD SHALL BE OPEN TO EXAMINATION BY REPRESENTATIVES OF THIS COMPANY AT ALL TIMES DURING BUSINESS HOURS, DURING THE TERM OF THE POLICY OR THEREAFTER, AND FURTHER AGREES TO REPORT TO THIS COMPANY ON AN SEMI-ANNUAL BASIS, ON OR BEFORE TEN (10) DAYS AFTER THE PRECEDING SIX (6) MONTHS THE TOTAL AMOUNT THEREOF (COLLECTED OR UNCOLLECTED), PRECEDING SIX (6) MONTHS OR SUCH PERIOD AS IS WITHIN THE TERM OF THIS POLICY: THE EARNED PREMIUM HEREUNDER TO BE COMPUTED THEREON AT THE RATE OF \$.96 PER EACH \$100.00 OF GROSS RECEIPTS OF SHIP REPAIRERS, STEVEDORE, LANDING DOCK BAILEE AND LOG STORAGE ACTIVITIES UP TO PER EACH \$100.00 THE AMOUNT OF \$7,500,000.00 AND \$.76 OF GROSS RECEIPTS OF SHIP REPAIRERS, STEVEDORE, LANDING DOCK BAILEE AND LOG STORAGE ACTIVITIES OVER THE AMOUNT OF \$7,500,000.00 AND APPLIED AGAINST THE MINIMUM AND DEPOSIT PREMIUM UNTIL SAME IS EXHAUSTED, FOLLOWING WHICH ALL FURTHER EARNED PREMIUM SHALL BE DUE AND PAYABLE TO THIS COMPANY AT THE TIME OF FILING THE REPORT ON WHICH THE EARNED PREMIUM IS DUE. COMPANY SHALL HAVE THE RIGHT OF SETOFF AGAINST THE CLAIMS PAYABLE TO THE ASSURED UNDER THIS POLICY OF ANY PREMIUM DUE HEREUNDER. IT IS AGREED THAT THE MINIMUM PREMIUM HEREUNDER SHALL BE \$90,000.00. THE DEPOSIT PREMIUM, PAYABLE UPON ATTACHMENT OF THIS POLICY, SHALL BE \$90,000.00.

SEMI-ANNUAL REPORTS DUE AS FOLLOWS:

PERIOD REPORTS DUE

NOVEMBER 1 to APRIL 30 MAY 1 to OCTOBER 31

MAY 10 NOVEMBER 10

- 10. IT IS AGREED THAT EXCLUSIONS e. AND k. (3) ARE DELETED FROM THE "COVERAGE" SECTION OF THE POLICY WITH RESPECT TO NON-OWNED VESSELS AND THE FOLLOWING IS SUBSTITUTED THEREFOR:
 - A. AMERICAN INSTITUTE SHIP REPAIRERS LIABILITY CLAUSES FORM 9 (NOVEMBER 3, 1977) (COPY ATTACHED)
 - B. MARINE TERMINAL OPERATOR'S COMPREHENSIVE LIABILITY INSURANCE CLAUSES (COPY ATTACHED)



- 11. IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE ATTACHED TO AND MADE PART OF THE AMERICAN INSTITUTE SHIP REPAIRERS LIABILITY CLAUSES FORM 9 (NOVEMBER 3, 1977):
 - A. DEMURRAGE CLAUSE: NOTWITHSTANDING EXCLUSION 6.E. OF THE PRINTED TEXT, THIS INSURANCE IS EXTENDED TO COVER THE LEGAL LIABILITY OF THE ASSURED FOR DEMURRAGE, LOSS OF TIME, LOSS OF FREIGHT, LOSS OF CHARTER, AND/OR SIMILAR AND/OR SUBSTITUTED EXPENSES, AS A CONSEQUENCE OF LOSS OR DAMAGE TO A VESSEL OR CRAFT RESULTING IN A CLAIM WHICH IS THE SUBJECT OF INDEMNITY UNDER COVERAGE CLAUSES 3.A. AND/OR 3.B. HEREIN.

IN NO EVENT SHALL THIS EXTENSION OF COVERAGE INCREASE THE LIABILITY OF THESE ASSURERS BEYOND THE AMOUNT DESCRIBED IN CLAUSE 4. OF THE POLICY TEXT.

- B. TRAVELING WORKMEN CLAUSE: THE COVERAGE PROVIDED BY THIS INSURANCE SHALL BE EXTENDED WHENEVER ANY PERSONS EMPLOYED BY OR ON BEHALF OF THE ASSURED ARE ON BOARD VESSELS AND/OR OTHER MARINE STRUCTURES AT SEA OR IN ANY PORT FOR THE PURPOSE OF EFFECTING REPAIRS AND/OR OTHER WORK ENTRUSTED TO THE ASSURED, NOTWITHSTANDING THAT SUCH PERSONS MAY BE SIGNED ON AS MEMBER OF THE VESSEL'S CREW.
- C. BODILY INJURY ENDORSEMENT: THIS POLICY IS EXTENDED TO COVER THE LIABILITY IMPOSED BY LAW FOR LOSS OF LIFE OR BODILY INJURY OCCURRING IN THE COURSE OF AND ARISING FROM THE SHIP REPAIRING OPERATIONS OF THE ASSURED BUT ALWAYS EXCLUDING LIABILITY FOR:
 - (1) EMPLOYEES OF THE ASSURED;
 - (2) EMPLOYEES OF THE ASSURED'S SUB-CONTRACTORS.

THE COMPANY SHALL NOT BE LIABLE FOR MORE THAN \$\frac{AS}{ASS}\$
\text{PER ATTACHED} ON ACCOUNT OF CLAIMS, COSTS AND EXPENSES ARISING OUT OF ANY ONE DISASTER OR CASUALTY UNDER THIS ENDORSEMENT.

IT IS FURTHER UNDERSTOOD THAT THE TOTAL LIMIT OF LIABILITY UNDER ALL POLICY COVERAGES SHALL NOT BE MORE THAN \$AS PER ATTACHED ON ACCOUNT OF ALL CLAIMS, COSTS AND EXPENSES ARISING OUT OF ANY ONE DISASTER OR CASUALTY UNDER ALL POLICY COVERAGES COMBINED.



D. IT IS HEREBY UNDERSTOOD AND AGREED THAT EXCLUSION 6.D. IS DELETED AND THE FOLLOWING SUBSTITUTED IN ITS PLACE:

"WARRANTED ASSURED WILL COMPLY WITH THE UNITED STATES COAST GUARD REQUIREMENTS FOR A "HOT WORKS" PERMIT."

- 12. IN REM: IT IS AGREED THAT WITH RESPECT TO SUCH INSURANCE AS IS AFFORDED BY THIS POLICY, COVERAGE SHALL NOT BE DENIED SOLELY ON THE GROUND THAT THE CLAIM OR THE SUIT AGAINST THE INSURED IS BASED ON AN "IN REM" PROCEEDING.
- 13. OCCUPATIONAL DISEASE EXCLUSION: IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE SHALL NOT COVER ANY LIABILITY, LOSS, DAMAGE OR EXPENSE AS REGARDS PERSONAL INJURY, (FATAL OR NON-FATAL) RESULTING FROM OCCUPATIONAL DISEASE SUSTAINED BY ANY EMPLOYEE OF THE ASSURED.
- ASBESTOS EXCLUSION: IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE, INCLUDING LOSS OF USE THEREOF, ARISING OUT OF THE MANUFACTURING, PROCESSING, HANDLING, DISTRIBUTION, SALE, APPLICATION, REMOVAL OR USE OF ASBESTOS, OR ASBESTOS RELATED PRODUCT(S).
- PROFESSIONAL LIABILITY EXCLUSION: IT IS UNDERSTOOD AND AGREED THAT COVERAGE AFFORDED BY THE POLICY SHALL NOT APPLY TO ANY CLAIM OR CLAIMS ARISING OUT OF A BREACH OF PROFESSIONAL DUTY BY REASON OF ANY NEGLIGENT ACT, ERROR OR OMISSION ON THE PART OF THE INSURED.
- 16. PUNITIVE DAMAGE EXCLUSION: IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE SHALL NOT COVER ANY FINES, PENALTIES, PUNITIVE DAMAGES, TREBLE DAMAGES OR ANY OTHER DAMAGES RESULTING FROM THE MULTIPLICATION OF COMPENSATORY DAMAGES.
- OFFICERS LIABILITY DIRECTORS AND **EXCLUSION:** IN CONSIDERATION OF THE PREMIUM CHARGED AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO CONTRARY, IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY CLAIMS ARISING OUT OF OR ALLEGED TO HAVE ARISEN FROM ANY WRONGFUL ACT OF DIRECTORS OR OFFICERS IN THE DISCHARGE OR PERFORMANCE OF THEIR DUTIES AS SUCH.

IT IS FURTHER UNDERSTOOD AND AGREED THAT FOR THE PURPOSE OF THIS POLICY, WRONGFUL ACT SHALL MEAN ANY ACTUAL OR ALLEGED ERROR OR MISSTATEMENT OR MISLEADING STATEMENT OR ACT OR OMISSION OR NEGLECT OR BREACH OF DUTY BY THE DIRECTORS OR OFFICERS IN THE DISCHARGE OF THEIR DUTIES, INDIVIDUALLY OR COLLECTIVELY, OR ANY



MATTER CLAIMED AGAINST THEM SOLELY BY REASON OF THEIR BEING DIRECTORS OR OFFICERS OF THE COMPANY.

- 18. FIDUCIARY LIABILITY EXCLUSION: IN CONSIDERATION OF THE PREMIUM CHARGED AND NOTWITHSTANDING ANYTHING THEREIN TO THE CONTRARY, IT IS HEREBY AGREED THAT SUCH COVERAGE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY TO ANY CLAIM OR CLAIMS ARISING OUT OF FIDUCIARY LIABILITY.
- 19. RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE: THIS CLAUSE SHALL BE PARAMOUNT AND SHALL OVERRIDE ANYTHING CONTAINED IN THIS INSURANCE INCONSISTENT THEREWITH.

IN NO CASE SHALL THIS INSURANCE COVER LOSS DAMAGE LIABILITY OR EXPENSE DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO BY OR ARISING FROM:

- A. IONIZING RADIATION FROM OR CONTAMINATION BY RADIOACTIVITY FROM ANY NUCLEAR FUEL OR FROM ANY NUCLEAR WASTE OR FROM THE COMBUSTION OF NUCLEAR FUEL.
- B. THE RADIOACTIVE, TOXIC, EXPLOSIVE OR OTHER HAZARDOUS OR CONTAMINATING PROPERTIES OF ANY NUCLEAR INSTALLATION, REACTOR OR OTHER NUCLEAR ASSEMBLY OR NUCLEAR COMPONENT THEREOF.
- C. ANY WEAPON OF WAR EMPLOYING ATOMIC OR NUCLEAR FISSION AND/OR FUSION OR OTHER LIKE REACTION OR RADIOACTIVE FORCE OR MATTER.
- 20. REPORTING OF CLAIMS: IT IS STIPULATED AND IS A CONSIDERATION FOR THE INSURANCE THAT IN THE EVENT OF ANY ACCIDENT OR OCCURRENCE WHICH MAY RESULT IN LOSS, DAMAGE, AND/OR EXPENSE, FOR WHICH THIS COMPANY IS OR MAY BECOME LIABLE UNDER THIS INSURANCE, NOTICE THEREOF SHALL BE GIVEN TO THIS COMPANY AS SOON AS PRACTICABLE, AND FURTHER, THAT ANY AND EVERY PROCESS, PLEADING AND PAPER OF ANY KIND RELATING TO SUCH OCCURRENCE SHALL BE FORWARDED PROMPTLY TO THIS COMPANY.
- CONTROL: INRESPECT OF ANY ACCIDENT 21. CLAIM OCCURRENCE LIKELY TO GIVE RISE TO A CLAIM UNDER THIS INSURANCE, THE ASSURED IS OBLIGATED TO AND SHALL TAKE STEPS TO PROTECT ITS (AND THIS COMPANY'S) SUCH INTERESTS AS WOULD REASONABLY BE TAKEN IN THE ABSENCE OF INSURANCE. HOWEVER, THIS INSURANCE SHALL BE VOID AND OF NO FORCE OR EFFECT IN RESPECT OF ANY ACCIDENT OR OCCURRENCE IN THE EVENT THE ASSURED SHALL MAKE, OR SHALL HAVE MADE, ANY ADMISSION OF LIABILITY EITHER BEFORE OR AFTER SUCH ACCIDENT OR OCCURRENCE, OR IN THE EVENT THE ASSURED SHALL INTERFERE IN ANY NEGOTIATIONS COMPANY FOR SETTLEMENT OR IN ANY LEGAL PROCEEDINGS IN RESPECT OF ANY CLAIM FOR WHICH THIS



COMPANY IS OR MAY BE LIABLE UNDER THIS INSURANCE. IT IS ESPECIALLY AGREED, HOWEVER, THAT ANY EXPENSES OR CHARGES INCURRED BY THE ASSUREDS IN MINIMIZING, OR ATTEMPTING TO MINIMIZE, A CLAIM SHALL NOT BE DEEMED TO BE AN ADMISSION OF LIABILITY BY THE ASSUREDS AND SHALL NOT INVALIDATE ANY COVERAGE PROVIDED BY THIS POLICY, THESE ASSURERS TO REIMBURSE THE ASSUREDS FOR ANY SUCH EXPENSES OR CHARGES, IF INCURRED.

THIS COMPANY SHALL HAVE THE OPTION OF NAMING THE ATTORNEYS WHO SHALL REPRESENT THE ASSURED IN THE PROSECUTION OR DEFENSE OF ANY LITIGATION OR NEGOTIATIONS BETWEEN THE ASSURED AND THIRD PARTIES CONCERNING ANY CLAIM COVERED BY THIS POLICY, AND SHALL HAVE THE DIRECTION OF SUCH LITIGATION OR NEGOTIATIONS.

UNDERWRITERS SHALL AT ANY TIME BE ENTITLED (BUT NOT OBLIGATED) TO CONTROL OR TAKE OVER THE CONDUCT OF THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM, SUIT OR PROCEEDING AGAINST THE ASSURED WHICH IS OR IS LIKELY TO BE THE SUBJECT OF INDEMNITY UNDER THIS INSURANCE.

WHENEVER REQUIRED BY THE ASSURERS, THE ASSURED SHALL AID IN SECURING INFORMATION, EVIDENCE, OBTAINING OF WITNESSES, AND COOPERATE WITH THE ASSURERS (EXCEPT IN A PECUNIARY WAY) IN ALL MATTERS WHICH THE ASSURERS MAY DEEM NECESSARY IN DEFENSE OF ANY CLAIM OR SUIT OR APPEAL FROM ANY JUDGMENT IN RESPECT OF OCCURRENCE HEREINBEFORE PROVIDED.

22. SUIT AGAINST COMPANY: NO SUIT OR ACTION ON THIS POLICY FOR THE RECOVERY OF ANY CLAIM SHALL BE SUSTAINABLE IN ANY COURT OF LAW OR EQUITY UNLESS THE ASSURED SHALL HAVE FULLY COMPLIED WITH ALL THE REQUIREMENTS OF THIS POLICY, NOR UNLESS COMMENCED WITHIN TWELVE MONTHS NEXT AFTER THE CALENDAR DATE OF THE HAPPENING OF THE PHYSICAL LOSS OR DAMAGE OUT OF WHICH THE SAID CLAIM AROSE, PROVIDED THAT WHERE SUCH LIMITATION OF TIME IS PROHIBITED BY THE LAWS OF THE STATE WHEREIN THIS POLICY IS ISSUED, THEN, AND IN THE EVENT, NO SUIT OR ACTION UNDER THIS POLICY SHALL BE SUSTAINABLE UNLESS COMMENCED WITHIN THE SHORTEST LIMITATION PERMITTED UNDER LAWS OF SUCH STATE.

IN THE EVENT COVERAGE AFFORDED BY THIS POLICY IS AGAINST THIRD PARTY INTERESTS AND/OR LEGAL LIABILITY THE FOLLOWING SUIT OR ACTION CLAUSE APPLIES:

NO SUIT OR ACTION ON THIS POLICY FOR THE RECOVERY OF ANY CLAIM SHALL BE SUSTAINABLE IN ANY COURT OF LAW OR EQUITY UNLESS THE ASSURED SHALL HAVE FULLY COMPLIED WITH ALL THE TERMS AND CONDITIONS OF THIS POLICY, NOR UNLESS COMMENCED WITHIN TWELVE (12)



MONTHS AFTER THE AMOUNT OF SUCH CLAIM SHALL HAVE BEEN FIXED OR RENDERED CERTAIN BY FINAL JUDGMENT AGAINST THE ASSURED AFTER TRIAL OF THE ISSUES. IN THE EVENT SUCH LIMITATION IS PROHIBITED BY THE ESTABLISHED LAW OF THE STATE IN WHICH THIS POLICY IS ISSUED, THEN THE SHORTEST MINIMUM LIMITATION PERMITTED BY SUCH ESTABLISHED LAW SHALL GOVERN.

- 23. SUBROGATION: IN THE EVENT OF ANY PAYMENT UNDER THIS POLICY, THE COMPANY SHALL BE SUBROGATED TO ALL THE INSURED'S RIGHT OF RECOVERY THEREFOR AGAINST ANY PERSON OR ORGANIZATION AND THE INSURED SHALL EXECUTE AND DELIVER INSTRUMENTS AND PAPERS AND DO WHATEVER ELSE IS NECESSARY TO SECURE SUCH RIGHTS. THE INSURED SHALL DO NOTHING AFTER LOSS TO PREJUDICE SUCH RIGHTS.
- 24. OTHER INSURANCE: THE INSURANCE AFFORDED BY THIS POLICY IS PRIMARY INSURANCE, EXCEPT WHEN STATED TO APPLY IN EXCESS OF OR CONTINGENT UPON THE ABSENCE OF OTHER INSURANCE. WHEN THIS INSURANCE IS PRIMARY AND THE INSURED HAS OTHER INSURANCE WHICH IS STATED TO BE APPLICABLE TO THE LOSS ON AN EXCESS OR CONTINGENT BASIS, THE AMOUNT OF THE COMPANY'S LIABILITY UNDER THIS POLICY SHALL NOT BE REDUCED BY THE EXISTENCE OF SUCH OTHER INSURANCE.

WHEN BOTH THIS INSURANCE AND OTHER INSURANCE APPLY TO THE LOSS ON THE BASIS, WHETHER PRIMARY, EXCESS OR CONTINGENT, THE COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY FOR A GREATER PROPORTION OF THE LOSS THAN THAT STATED IN THE APPLICABLE CONTRIBUTION PROVISION BELOW:

- A. CONTRIBUTION BY EQUAL SHARE. IF ALL SUCH OTHER VALID AND COLLECTIBLE INSURANCE PROVIDES FOR CONTRIBUTION BY EQUAL SHARES, THE COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF SUCH LOSS THAN WOULD BE PAYABLE IF EACH INSURER CONTRIBUTES AN EQUAL SHARE UNTIL THE SHARE OF EACH INSURER EQUALS THE LOWEST APPLICABLE LIMIT OF LIABILITY UNDER ANY ONE POLICY OR THE FULL AMOUNT OF THE LOSS IS PAID, AND WITH RESPECT TO ANY AMOUNT OR LOSS NOT SO PAID THE REMAINING INSURERS THEN CONTINUE TO CONTRIBUTE EQUAL SHARES OF THE REMAINING AMOUNT OF THE LOSS UNTIL EACH SUCH INSURER HAS PAID ITS LIMIT IN FULL OR THE FULL AMOUNT OF THE LOSS IS PAID.
- B. CONTRIBUTION BY LIMITS. IF ANY OF SUCH OTHER INSURANCES DOES NOT PROVIDE FOR CONTRIBUTION BY EQUAL SHARES, THE COMPANY SHALL NOT BE LIABLE FOR A GREATER PROPORTION OF SUCH LOSS THAN THE APPLICABLE LIMIT OF LIABILITY UNDER THIS POLICY FOR SUCH LOSS BEARS TO THE TOTAL APPLICABLE LIMIT



OF LIABILITY OF ALL VALID AND COLLECTIBLE INSURANCE AGAINST SUCH LOSS.

- 25. CHANGES: NOTICE TO ANY AGENT OR KNOWLEDGE POSSESSED BY ANY AGENT OR BY ANY OTHER PERSON SHALL NOT EFFECT A WAIVER OR A CHANGE IN ANY PART OF THIS POLICY OR ESTOP THE COMPANY FROM ASSERTING ANY RIGHT UNDER THE TERMS OF THIS POLICY; NOR SHALL THE TERMS OF THIS POLICY BE WAIVED OR CHANGED, EXCEPT BY ENDORSEMENT ISSUED TO FORM A PART OF THIS POLICY.
- 26. ASSIGNMENT: ASSIGNMENT OF INTEREST UNDER THIS POLICY SHALL NOT BIND THE COMPANY UNTIL ITS CONSENT IS ENDORSED HEREON; IF HOWEVER, THE NAMED INSURED SHALL DIE, SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL APPLY (1) TO THE NAMED INSURED'S LEGAL REPRESENTATIVE, AS THE NAMED INSURED, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH, AND (2) WITH RESPECT TO THE PROPERTY OF THE NAMED INSURED, TO THE PERSON HAVING PROPER TEMPORARY CUSTODY THEREOF, AS INSURED, BUT ONLY UNTIL THE APPOINTMENT AND QUALIFICATION OF THE LEGAL REPRESENTATIVE.
- 27. <u>DECLARATIONS</u>: BY ACCEPTANCE OF THIS POLICY, THE NAMED INSURED AGREES THAT THE STATEMENTS IN THE DECLARATIONS ARE HIS AGREEMENTS AND REPRESENTATIONS THAT THIS POLICY IS ISSUED IN RELIANCE UPON THE TRUTH OF SUCH REPRESENTATIONS AND THAT THIS POLICY EMBODIES ALL AGREEMENTS EXISTING BETWEEN HIMSELF AND THE COMPANY OR ANY OF ITS AGENTS RELATING TO THIS INSURANCE.
- 28. CANCELLATION: THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THE POLICY, WRITTEN NOTICE STATING WHEN NOT LESS THAN THIRTY (30) DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE; EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM, ONLY TEN (10) DAYS NOTICE IN WRITING TO THE ASSURED IS REQUIRED. MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE. THE TIME OF SURRENDER OR THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING.

EARNED PREMIUM SHALL BE COMPUTED IN ACCORDANCE WITH TERMS AND CONDITIONS OF THE "SPECIAL CONDITIONS AND WARRANTIES, CLAUSE 8. RATES & PREMIUM" USING THE GROSS RECEIPTS FOR THE PERIOD AT RISK SUBJECT ALWAYS TO THE



MINIMUM PREMIUM. PREMIUM ADJUSTMENT MAY BE MADE EITHER AT THE TIME CANCELLATION IS EFFECTED OR AS SOON AS PRACTIBLE AFTER CANCELLATION BECOMES EFFECTIVE, BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.



In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all the terms of the policy, the company agrees with the named insured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part thereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

 when all operations to be performed by or on behalf of the named insured under the contract have been completed,



- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;



"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; aircompressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for the use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily



injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nationary
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory,

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.



SUPPLEMENTARY PAYMENTS

Subject always to this policy's limits of liability the company will pay:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250. per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25. per day.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

This endorsement modifies the provisions of this policy relating to ALL GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

It is agreed that:

1. This policy does not apply:



- A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of an insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located



within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in the endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (a) containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed of used for (1) separating the isotopes of uranium or plutonium,
 (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,



and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.



COVERAGE

For attachment	to Policy #: M0040
Effective:	OCTOBER 18, 1994
Of the:	AMERICAN HOME ASSURANCE COMPANY
Issued to:	FOSS MARITIME COMPANY, ET AL

COVERAGE A - BODILY INJURY LIABILITY
COVERAGE B - PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

A. bodily injury or B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or



(2) any other automobile or aircraft operated by any person in the course of his employment by any insured,

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

- (c) to bodily injury or property arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) in operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - any watercraft owned or operated or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, atmosphere or any water course or body of water;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to



- (1) liability assumed by the insured under an incidental contract, or
- (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or



(3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- (1) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- (n) to property damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the



named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below;

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;



provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A - The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the schedule as "aggregate".

coverage B - the total liability of the company for all damages because of all property damage sustained by one or more person or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this



coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the schedule as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B - For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.



American Institute SHIP REPAIRERS LIABILITY CLAUSES (November 3, 1977)

	To be attached to and form a part of Policy No. MOO40 of the	1
(AMERICAN HOME ASSURANCE COMPANY The terms and conditions of the following clauses are to be regarded as substituted for those of the policy form to which they are attached, the	2
att	er being hereby waived, except provisions required by law to be inserted in the policy.	4
1.	This Policy insures FOSS MARITIME COMPANY, ET AL	5
	AS PER ATTACHED	6
		7
2.	Policy Period: From CCTOBER 18, 1994 TO CCTOBER 1, 1995, 12:01 AM, PACIFICStandard Time at the Assured's premises as stated in Clause 3.	8 9
3.	In consideration of the payment of premium as hereinafter provided, and subject to the limits of liability, exclusions, conditions and other terms of this Policy, this Company agrees to pay on behalf of the Assured all sums which the Assured, as Ship Repairer, shall become legally obligated to pay:	10 11 12
	A. By reason of the liabilities imposed upon the Assured by law for physical loss of or damage to watercraft and their equipment, cargo, or other interests on board, occurring only while such watercraft are in the care, custody or control of the Insured for the purpose of repair or alteration at AS PER ATTACHED	13 14 15
	or while such watercraft are being moved via inland waters force distance not in excess of 50 miles in connection with repairs or alteration;	16 17 18
	B. By reason of the liabilities imposed upon the insured by law as damages because of property damage caused by a watercraft covered under "A" above while in the care, custody, or control of the Assured and being navigated or operated away from premises described in "A" above within permitted waters by an employee or employees of the Assured or in tow of a tug not owned by or demise chartered to the Assured, it is a condition of this Clause 3B that any employee of the Assured engaged in the navigation of a watercraft described herein shall possess such license as is required by the United States Coast Guard or any other applicable regulatory authority to perform the duties being carried out by said employee;	19 20 21 22 23 24
`(C. For the cost of defending any suit against the Assured on any claim based on a liability or an alleged liability of the Assured covered by this insurance if the amount of the claim hereunder exceeds the amount deductible under this Policy, but this Company shall not be liable for the cost or expense of prosecuting or defending any suit unless the same shall have been incurred with the written consent of this Company. This Company, however, reserves the right to conduct the defense of any actions or suits at its own expense. The cost and expense of prosecuting any claim in which the Assured shall have an interest by subrogation or otherwise, shall be divided between the Assured and this Company, proportionately to the amounts which they would be entitled to receive, respectively, if the suit should be successful.	25 26 27 28 29 30
	The maximum liability of this Company on account of any one occurrence shall be: A. \$ATTACHED with respect to each watercraft including its equipment, cargo, and other interests on board covered by Clause 3A; B. \$ATTACHED any one occurrence with respect to liability covered by Clause 3B; C. The legal costs, fees and expenses covered by Clause 3C. The maximum aggregate liability of this Company on account of any one occurrence with respect to the coverage afforded under Sections 4 A, B and C above shall be \$ ATTACHED	31 32 33 34 35 36
5.	The Assured, by acceptance of this Policy, agrees to keep an accorate record of all Gross Charges for operations covered under the terms and conditions of this Policy, which record shall be open to examination by representatives of this Company at all times during business hours, during the term of this Policy or thereafter, and further agrees to report to this Company on or before the last day of each month the total amount thereof (collected and uncollected) for the preceding month or such period of time as is within the term of this Policy; the earned premium hereunder to be computed thereon at the rate of \$	38 39 40 41 42 43 44 45
6.	NOTWITHSTANDING THE FOREGOING, it is hereby expressly understood and agreed that this Policy does not cover against nor shall any liability attach hereunder for:	47 48
	A. The first \$ ATTACHED of any claim or claims, including legal fees and expenses, arising out of the same occurrence and insured against hereunder;	49 50
_	C. Any liability assumed under contract or otherwise in extension of the liability which would have been imposed upon the Assured by law in the absence of contract: EXCEPT AS PROVIDED ELSEWHERE IN THE POLICY;	-51 -52 -53
\ 	toss, damage or expense arising in connection with work on any vessel which has carried flammable or combustible finant in bulk as fuel or cargo or any vessel which has carried flammable compressed gold the indicate with the requirements of the rules and regulations of the National Fire Protection Association applicable to such work.	54 55 56
	E. Demurrage, foss of time, loss of freight, loss of charter and/or similar and/or substituted expenses;	57
	F. Loss, damage or expense which may be recoverable under any other insurance inuring to the benefit of the Assured except as to any excess over	58
	and above the amount recoverable thereunder; Form 3030 ⊂	5°

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- G. Collision liability, tower's liability or liabilities insured against under the customary forms of hull or protection and indemnity policies arising out of the operation of any watercraft owned by, or demise chartered to, the Assured or any affiliated or subsidiary concern or party;
- H. Loss of or damage to property owned, leased to, or in the possession of the Assured (other than watercraft which are in the custody of the Insured for the purpose of repair or alteration) or utilized by the Assured in its business as a ship repairer:
- 1. Loss of or damage to watercraft placed in the care, custody, or control of the Assured for the purpose of storage regardless of whether any work is also to be performed on the watercraft; provided that this exclusion shall not apply to any physical loss or damage to the watercraft (otherwise covered under this Policy) resulting directly from repairs or alterations to said watercraft carried out during such storage period;
- J. The expense of redoing the work improperly performed by or on behalf of the Assured or the cost of replacement of materials, parts or equipment furnished in connection therewith;
- K. The cost or expense of repairing, replacing or renewing any faultily designed part or parts which cause(s) loss of or damage to the watercraft, or for any expenditure incurred by reason of a betterment or alteration in design;
- L. Any loss of or damage to watercraft occurring while in the care, custody or control of the Assured and otherwise covered under Section 34 hereof, but not discovered within sixty days of the deliver process to the owner or demise charterer, or within sixty days after work is completed, whichever first occurs;
- M. Loss, damage or expense caused by, resulting from or incurred by;
 - (a) Capture, seizure, arrest, taking, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether or not the Assured's liability therefore is based on negligence or
 - (b) Any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter, or by any mine, bomb or torpedo:
 - (c) Hostilities or warlike operations (whether there be a declaration of war or not), but the phrase, "hostilities or warlike operations (whether there be a declaration of war or not)" shall not exclude collision or contact with aircraft, rockets or similar missiles or with any fixed or floating object, stranding, heavy weather, fire or explosion unless caused directly (Independently of the nature of the voyage or service which the watercraft concerned or in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; for the purposes of the foregoing, power includes any authority maintaining navy, military or air forces in association with a power. In addition to the foregoing exclusions this insurance shall not cover any loss, damage or expense to which a warlike act or the use of military or naval weapons is a contributing cause, whether or not the Assured's flability therefore is based on negligence or otherwise, and whether in time of peace or war. The embarkation, carriage and disembarkation of troops, combatants, or materiel of war, or the placement of the watercraft in jeopardy as an act or measure of war taken in the actual process of a military engagement, with or without the consent of the Assured, shall be considered a warlike act for the purposes of this Policy.
 - (d) The consequences of civil war, revolution, rebellion, insurrection, military or usurped power, the imposition of martial law, or civil strife arising therefrom, or piracy, or from any loss, damage or expense caused by or resulting directly or indirectly from the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political or terrorist purposes, and whether any loss, damage or expense resulting therefrom is accidental or intentional.
 - (e) Malicious acts or vandalism, strikes, lockouts, political or labor disturbances, civil commotions, riots, or the acts of any person or persons taking part in such occurrence or disorder;
- N. The firing or testing of any weapon of war on the watercraft;
- O. Any nuclear incident, reaction, radiation or any radioactive contamination, whether controlled or uncontrolled, and whether the loss, damage, liability or expense be proximately or remotely caused thereby, or be in whole or in part caused by, contributed to, or aggravated by the risks and liabilities insured under this Policy, and whether based on the Assured's negligence or otherwise.
- P: Any sums paid with respect to any loss, damage, cost, liability, expense, fine or penalty of any kind or nature whatsoever and whether statutory or otherwise, incurred by or imposed on the Assured, directly or indirectly, in consequence of, or with respect to, the actual or potential discharge, emission, spillage, or leakage upon or into the seas, waters, land or air, of oil, petroleum products, chemicals or other substances of any kind or nature whatsoever. This exclusion, however, shall not apply to sums paid or payable, or liability of the Assured, for the physical loss of the property discharged, emitted, spilled or leaked, provided that such sums, or such liability are (is) covered elsewhere under the terms and conditions of this Policy.
- 7. A. In the event of an occurrence with respect to which insurances are afforded under this Policy, written notice containing particulars sufficient to identify the Assured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of available witnesses, shall be given by or for the Assured to this Company as soon as practicable.
 - B. If claim is made or suit is brought against the Assured, the Assured shall immediately forward to this Company every demand, notice, summons or other process received by him or his representative.
 - C. The Assured shall cooperate with this Company and, upon this Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Assured because of injury or damage with respect to which insurance is afforded under this Policy; and the Assured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. This provides the provided and of no force or effect, in respect of any accident or occurrence, in the event the Assured shall make or shall have made any admission of liability either before or after such accident or occurrence in the event the Assured shall interfere in any negotiations of this Company for settlement or in any legal proceedings in respect of any claim for which this Company is or may be liable under this Policy.
- 8. It is expressly understood and agreed that no Hability shall attach under this Policy until the liability of the Assured has been determined by final judgment against the Assured or by agreement between the Assured and the plaintiff with the written consent of this Company. In the event the Assured shall fail or refuse to settle any claim as authorized by this Company, the hability of this Company to the Assured shall be limited to the amount for which settlement could have been made.
- 9. No action shall lie against this Company for the recovery of any loss sustained by the Assured unless such action be brought against this Company within one year after the final judgment or decree is entered in the litigation against the Assured, or in case the claim against this Company accrues without the entry of such final judgment or decree, unless such action be brought within one year from the date of the payment of such claim, provided, however, that where such limitation of time is prohibited by the law of the State wherein this Policy is issued, then and in that eyent no action under this Policy shall be sustainable unless commenced within the shortest limitation permitted under the law of such State.
 - This Policy may be cancelled either by the Company or by the Assured giving 30 days' written or lelegraphic notice to the other. Notice by the Company may be sent to the Assured's last known address, or in care of the broker who negotiated the placement of this Policy or the broker of record at the time the aforesaid notice is given.

For Sale By: Schmitz Graphics, 1662 Himothy Dr., San Loundro, CA94577



MARINE TERMINAL OPERATOR'S COMPREHENSIVE LIABILITY CLAUSES

EFFECTIVE: OCTOBER 18, 1994
ATTACHED TO AND FORMING PART OF POLICY #: M0040
OF THE: AMERICAN HOME ASSURANCE COMPANY
SSUED TO: FOSS MARITIME COMPANY, ET AL
FOR THE ACCOUNT OF THE ASSURED.
LOSS, IF ANY, PAYABLE TO: ASSURED OR ORDER
. THIS INSURANCE IS TO COVER 100% INTEREST IN THE LEGAL
AND/OR ASSUMED LIABILITY OF THE ASSUREDS AS OPERATORS
OF MARINE TERMINALS AT LOCATIONS AS PER ATTACHED AS

FOLLOWS:

- (A) FOR ALL PHYSICAL LOSS OR DAMAGE TO VESSELS (INCLUDING THEIR CARGOES, AND EQUIPMENT ABOARD) WHILE PROCEEDING TO OR FROM THE PREMISES AND/OR DURING DOCKING AND UNDOCKING OR LOADING AND/OR UNLOADING AND/OR WHILE IN THE CUSTODY OF THE ASSURED.
- (B) FOR ALL DAMAGE TO PROPERTY OF OTHERS AS A RESULT OF AN ACCIDENT INVOLVING A VESSEL WHILE SUCH VESSEL IS PROCEEDING TO OR FROM THE PREMISES AND/OR DURING DOCKING AND UNDOCKING OR LOADING AND/OR UNLOADING AND/OR WHILE IN THE CUSTODY OF THE ASSURED.
- (C) FOR ALL DAMAGE TO CARGOES AS A RESULT OF LOADING AND/OR UNLOADING AND WHILE AWAITING TRANSIT, INCLUDING BUT NOT LIMITED TO LOGS IN WET STORAGE.
- (D) FOR ALL SUMS THE ASSURED SHALL BECOME OBLIGATED TO PAY FOR LOSS OF LIFE, BODILY INJURY OR SICKNESS OF ANY PERSON AS A RESULT OF ANY ACCIDENT INVOLVING A NON-OWNED VESSEL.
- (E) THE COST OF DEFENDING AND INVESTIGATING ANY SUIT AGAINST THE ASSUREDS ON ANY CLAIM BASED ON A LIABILITY OR AN ALLEGED LIABILITY OF THE ASSUREDS COVERED BY THIS INSURANCE SHALL BE PAYABLE BY THE ASSURERS IF THE AMOUNT OF THE CLAIM HEREUNDER EXCEEDS THE RETAINED LIMIT UNDER THIS POLICY, BUT THE ASSURERS SHALL NOT BE LIABLE FOR COST OR EXPENSE OF PROSECUTING OR DEFENDING ANY SUIT UNLESS THE SAME SHALL HAVE BEEN INCURRED WITH THE WRITTEN CONSENT OF THE ASSURERS. THESE ASSURERS,



HOWEVER, RESERVE THE RIGHT TO CONDUCT THE DEFENSE OF ANY ACTIONS OR SUITS AT THEIR OWN EXPENSE.

- 4. NOTWITHSTANDING THE FOREGOING, IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS INSURANCE DOES NOT COVER AGAINST, NOR SHALL ANY LIABILITY ATTACH HEREUNDER FOR LOSS, DAMAGE, INJURY OR EXPENSE CAUSED BY OR RESULTING FROM:
 - (A) HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK, (1) BY ANY GOVERNMENT OR SOVEREIGN POWER (DE JURE OR DE FACTO), OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; (2) BY MILITARY, NAVAL OR AIR FORCES; OR (3) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCE;
 - (B) ANY WEAPON OF WAR EMPLOYING ATOMIC FISSION OR RADIOACTIVE FORCE WHETHER IN TIME OF PEACE OR WAR;
 - (C) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING OR DEFENDING AGAINST SUCH OCCURRENCE, SEIZURE OR DESTRUCTION UNDER QUARANTINE OR CUSTOMS REGULATIONS, CONFISCATION BY ORDER OF ANY GOVERNMENT OR PUBLIC AUTHORITY, OR RISKS OF CONTRABAND OR ILLEGAL TRANSPORTATION OR TRADE;
 - (D) ANY CLAIM IN RESPECT OF LOSS OF LIFE, BODILY INJURY, SICKNESS, MAINTENANCE, CURE OR WAGES OF ANY EMPLOYEE OF THE ASSUREDS;
 - (E) ANY LIABILITY ACCEPTED UNDER A CHARTER PARTY;
 - (F) BODILY INJURY OR PROPERTY DAMAGE INCLUDING CLEAN UP AND CONTAINMENT COSTS ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER; BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL;
 - (G) DAMAGE TO OR DESTRUCTION OF PROPERTY ARISING OUT OR THE OWNERSHIP, MAINTENANCE OR USE OF AUTOMOBILES, COMMERCIAL TRUCKS AND/OR TRAILERS WHICH WOULD BE INSURED UNDER THE STANDARD FORM OF AUTOMOBILE POLICY, PROVIDED HOWEVER, THAT THIS EXCLUSION SHALL NOT APPLY TO THE DAMAGE TO OR



- DESTRUCTION OF PROPERTY IN CHARGE OF OR TRANSPORTED BY THE ASSURED;
- (H) DAMAGE TO OR DESTRUCTION OF PROPERTY OWNED, LEASED OR RENTED BY THE ASSURED;
- (I) DAMAGE TO OR DESTRUCTION OF PROPERTY FROM THEFT, CONVERSION OR OTHER DISHONEST ACT PERFORMED BY THE ASSURED OR THEIR EMPLOYEES OR AGENTS;
- (J) LOSS, DAMAGE, INJURY OR EXPENSE WHICH MAY BE RECOVERABLE UNDER ANY OTHER INSURANCE CARRIED BY THE ASSUREDS OR BY OTHERS FOR ACCOUNT OF THE ASSUREDS EXCEPT INSURANCE COVERING PART OF THIS RISK INSURED IN CONJUNCTION HEREWITH, OR ANY EXCESS INSURANCE OVER AND ABOVE THE AMOUNT RECOVERABLE HEREUNDER.
- 5. THE LIMIT OF LIABILITY TO THESE ASSURERS WITH RESPECT TO THIS INSURANCE SHALL NOT EXCEED \$AS PER ATTACHED DOLLARS IN RESPECT OF ANY ONE OCCURRENCE.
- 6. THIS INSURANCE IS SUBJECT TO THE FOLLOWING DEDUCTIBLE:

\$AS PER ATTACHED EACH OCCURRENCE AS RESPECTS ALL CLAIMS.

ADDITIONAL CONDITIONS AND WARRANTIES

IT IS FURTHER UNDERSTOOD AND AGREED:

- 1. MARINE TERMINAL OPERATORS LEGAL LIABILITY BODILY INJURY ENDORSEMENT: IN CONSIDERATION OF AN ADDITIONAL PREMIUM AT THE RATE OF \$AS PER ATTACHED PER VESSEL PER DAY, THIS POLICY IS EXTENDED TO COVER THE LIABILITY IMPOSED BY LAW FOR LOSS OF LIFE, OR BODILY INJURY ARISING OUT OF THE MARINE TERMINAL OPERATIONS OF THE ASSURED BUT ALWAYS EXCLUDING LIABILITY FOR:
 - (1) EMPLOYEES OF THE ASSURED;
 - (2) EMPLOYEES OF THE ASSURED'S SUB-CONTRACTORS.

THE COMPANY SHALL NOT BE LIABLE FOR MORE THAN \$AS PER ATTACHED ON ACCOUNT OF ALL CLAIMS, COSTS AND EXPENSES ARISING OUT OF ANY ONE DISASTER OR CASUALTY UNDER THIS ENDORSEMENT.

IT IS FURTHER UNDERSTOOD THAT THE TOTAL LIMIT OF LIABILITY UNDER ALL POLICY COVERAGES SHALL NOT BE MORE THAN \$AS PER ATTACHED ON ACCOUNT OF ALL CLAIMS, COSTS AND EXPENSES ARISING OUT OF ANY ONE DISASTER OR CASUALTY UNDER ALL POLICY COVERAGES COMBINED.



THIS ENDORSEME	NT #: 1 , EFFECTIVE: OCTOBER 18, 1994
ATTACHED TO ANI	FORMING PART OF POLICY #: M0040
OF TO:	AMERICAN HOME ASSURANCE COMPANY
ISSUED TO:	FOSS MARITIME COMPANY, ET AL

BROAD FORM LIABILITY ENDORSEMENT

SCHEDULE

Personal Injury and Advertising Liability:

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein.

Limit of Liability \$1,000,000. Aggregate

Limit of Liability - Premises Medical Payments Coverage:

\$1,000. each person, unless otherwise indicated herein: \$5,000. each person.

Limit of liability - Fire Legal Liability Coverage:

\$50,000. per occurrence unless otherwise indicated herein: \$50,000. per occurrence.

I. CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
 - (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;



- (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including
 - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications and
 - (b) supervisory, inspection or engineering services;
- (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of
 - (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
 - (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (5) to bodily injury or property damage arising out of construction or demolition operations within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.
- (C) The following exclusions applicable to Coverage A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).



(D) The following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

- The company will pay on behalf of the insured all (A) sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by the payment of judgments or settlements.
- (B) This insurance does not apply:
 - (1) to liability assumed by the insured under any contract or agreement;
 - (2) to personal injury or advertising injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
 - (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right to privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
 - (4) to personal injury or advertising injury arising out of libel or slander or the



publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;

- (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;
- (6) to advertising injury arising out of
 - (a) failure of performance or contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
 - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
 - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising injury
 - (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
 - (b) to any injury arising out of any act committed by the insured with actual malice.
- (C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustained injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under the coverage for all



damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

- false arrest, detention, imprisonment, or malicious prosecution;
- wrongful entry or eviction or other invasion of the right of private occupancy;
- 3. a publication or utterance
 - (a) of a libel or slander or other defamatory or disparaging material, or
 - (b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

This insurance does not apply:

(A) to bodily injury



- (1) arising out of ownership, maintenance, operation, use, loading or unloading of
 - (a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

- (2) arising out of
 - (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
 - (b) the operation of any snowmobile or trailer designed for use therewith;
 - (i) owned or operated by or rented or loaned to any insured, or
 - (ii) operated by any person in the course of his employment by any insured;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (a) any watercraft owned or operated by or rented or loaned to any insured, or
 - (b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;



- (B) to bodily injury
 - included within the completed operations hazard or the products hazard;
 - (2) arising out of operations performed for the named insured by independent contractors other than
 - (a) maintenance and repair of the insured premises, or
 - (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
 - (3) resulting from the selling, serving or giving of any alcoholic beverage
 - (a) in violation of any statute, ordinance or regulation,
 - (b) to a minor,
 - (c) to a person under the influence of alcohol, or
 - (d) which causes or contributes to the intoxication of any person, if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor;
 - (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
- (C) to bodily injury
 - (1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;



- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- (6) if the named insured is a club, to any member of the named insured;
- (7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000. each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".



When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

IV. HOST LIQUOR LIABILITY

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE - REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named



insured, including fixtures permanently attached thereto, if such property damage arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

- (B) The limit of property damage liability as respects this Fire Legal Liability Coverage Real Property is \$50,000. each occurrence unless otherwise stated in the Schedule of this endorsement.
- (C) The Fire Legal Liability Coverage Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.
- VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (o) are replaced by the following:
 - (1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;
 - (2) except with respect to liability under a written sidetrack agreement or the use of elevators
 - (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
 - (b) to tools or equipment while being used by the insured in performing his operations,



- (c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
- (d) to that particular part of any property, not on premises owned by or rented to the insured,
 - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
 - (ii) out of which any property damage arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
- (3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- (B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:



- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the insured for firstaid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watereraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, these shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance of otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the



United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph 4. above shall not apply:

- (A) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (B) to Premises Medical Payments Coverage.

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse Partnership If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee Any employee (other than executive officers) of the named insured while acting within the scope of this duties as such, but the insurance afforded to such employee does not apply;
 - (1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;
 - (2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
 - (3) to property damage to property owned, occupied or used by, rented to, in the care, custody and control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.



XI. EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE - NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

THIS ENDORSEMENT #:_	Z , EFFECTIVE: OCTOR	3ER 18, 1994
ATTACHED TO AND FORM	MING PART OF POLICY #:	M0040
OF THE:	AMERICAN HOME ASSURANCE	COMPANY
•	FOSS MARITIME COMPANY, ET	

STOP GAP ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM HEREIN PROVIDED, IT IS AGREED THAT IF, UNDER ANY CIRCUMSTANCES, IT IS DETERMINED THAT ANY EMPLOYEE OF THE INSURED WHO IS REPORTED AND DECLARED UNDER THE WORKMEN'S/WORKER'S COMPENSATION LAW OR LAWS OF THE STATE OF WASHINGTON IS INJURED IN THE COURSE OF HIS EMPLOYMENT, INCLUDING DEATH RESULTING THEREFROM, BUT IS NOT ENTITLED TO RECEIVE THE BENEFITS PROVIDED BY THE AFOREMENTIONED LAW, THEN THIS POLICY SHALL COVER THE LEGAL LIABILITY OF THE INSURED FOR SUCH BODILY INJURY OR DEATH.

THE COMPANY'S LIABILITY UNDER THIS ENDORSEMENT ON ACCOUNT OF BODILY INJURY OR DEATH OF ONE PERSON, INCLUDING DAMAGES FOR CARE AND LOSS OF SERVICES, IS LIMITED TO THE SUM OF \$AS PER ATTACHED AND, SUBJECT TO THE SAME LIMIT FOR EACH PERSON, THE COMPANY'S TOTAL LIABILITY FOR BODILY INJURY OR DEATH AS A RESULT OF ONE ACCIDENT IS LIMITED TO THE SUM OF \$AS PER ATTACHED.

THE INSURANCE GRANTED BY THIS ENDORSEMENT SHALL NOT APPLY TO:

- (A) BODILY INJURY OR DEATH SUFFERED OR CAUSED BY ANY SUCH PERSON KNOWINGLY EMPLOYED BY THE INSURED IN VIOLATION OF ANY LAW AS TO AGE, OR UNDER THE AGE OF 14 YEARS REGARDLESS OF ANY SUCH LAW;
- (B) BODILY INJURY OR DEATH SUSTAINED BY ANY EMPLOYEE WHOSE REMUNERATION HAS NOT BEEN INCLUDED IN THE TOTAL REMUNERATION UPON WHICH PREMIUM FOR THIS ENDORSEMENT IS BASED;
- (C) AIRCRAFT OPERATION OR THE PERFORMANCE OF ANY DUTY IN CONNECTION WITH AIRCRAFT WHILE IN FLIGHT;
- (D) ANY PREMIUM, ASSESSMENT, PENALTY, FINE OR OTHER OBLIGATION IMPOSED BY ANY WORKMEN'S/WORKERS' COMPENSATION LAW;



- (E) BODILY INJURY OR DEATH SUSTAINED BY A MASTER OR MEMBER OF THE CREW OF ANY VESSEL OR BY ANY EMPLOYEE OF THE INSURED IN THE COURSE OF EMPLOYMENT SUBJECT TO THE UNITED STATES LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT;
- (F) ANY CLAIM FOR BODILY INJURY OR DEATH WITH RESPECT TO WHICH THE INSURED IS DEPRIVED OF ANY DEFENSE OR DEFENSES OR IS OTHERWISE SUBJECT TO PENALTY BECAUSE OF DEFAULT IN PREMIUM PAYMENT OR ANY OTHER FAILURE TO COMPLY WITH THE PROVISIONS OF THE WORKMEN'S/WORKERS' COMPENSATION LAW OR LAWS OF THE STATE MENTIONED ABOVE;
- (G) ANY CLAIM FOR DAMAGES ON ACCOUNT OF ANY DISEASE CAUSED BY OR AGGRAVATED BY PERIODIC, FREQUENT OR CONTINUAL EXPOSURE OVER A PERIOD OF DAYS, OR WEEKS, MONTHS OR LONGER TO CONDITIONS IN THE COURSE OF EMPLOYMENT, OR ANY OCCUPATIONAL DISEASE.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INCLUSION OF THIS ENDORSEMENT SHALL NOT OPERATE TO INCREASE THIS COMPANY'S TOTAL LIMITS PER OCCURRENCE OR IN THE AGGREGATE BEYOND THOSE EXPRESSED IN THE POLICY DECLARATION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED/SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON



THIS ENDORSEMEN	T #: 3 , EFFECTIVE: OCTOBER 18, 1994
ATTACHED TO AND	FORMING PART OF POLICY #: M0040
	AMERICAN HOME ASSURANCE COMPANY
ISSUED TO:	FOSS MARITIME COMPANY, ET AL

EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT

SCHEDULED LIMITS OF LIABILITY

\$AS PER ATTACHED EACH CLAIM \$AS PER ATTACHED AGGREGATE

I. EMPLOYEE BENEFITS LIABILITY COVERAGE

THE COMPANY WILL PAY ON BEHALF OF THE INSURED ALL SUMS IN EXCESS OF THE DEDUCTIBLE AMOUNT WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES ON ACCOUNT OF ANY CLAIM AGAINST THE INSURED ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION WITHIN THE POLICY TERRITORY, IN THE ADMINISTRATION OF THE NAMED INSURED'S EMPLOYEE BENEFITS PROGRAMS, PROVIDED SUCH CLAIM IS FIRST MADE AGAINST THE INSURED DURING THE PERIOD THIS INSURANCE IS IN FORCE AND THE INSURED AT THE EFFECTIVE DATE OF THIS INSURANCE HAD NO KNOWLEDGE OF OR COULD NOT HAVE REASONABLY FORESEEN ANY CIRCUMSTANCES WHICH MIGHT RESULT IN A CLAIM OR SUIT.

THE COMPANY SHALL HAVE THE RIGHT AND DUTY TO DEFEND ANY SUIT AGAINST THE INSURED SEEKING DAMAGES ON ACCOUNT OF SUCH CLAIM, EVEN IF ANY OF THE ALLEGATIONS OF THE SUIT ARE GROUNDLESS, FALSE OR FRAUDULENT, AND MAY MAKE SUCH INVESTIGATION AND SETTLEMENT OF ANY CLAIM OR SUIT AS IT DEEMS EXPEDIENT, BUT THE COMPANY SHALL NOT BE OBLIGATED TO PAY ANY CLAIM OR JUDGMENT OR TO DEFEND ANY SUIT AFTER THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY HAS BEEN EXHAUSTED BY PAYMENT, ON ACCOUNT OF ONE OR MORE CLAIMS TO WHICH THIS INSURANCE APPLIES, OF JUDGMENTS OR SETTLEMENTS OR OF SUMS DESCRIBED IN THE "SUPPLEMENTARY PAYMENTS" PROVISION, OR BOTH.

EXCLUSIONS

- A. ANY CLAIM ARISING OUT OF:
 - 1. BODILY INJURY OR PROPERTY DAMAGE;



- 2. ANY DISHONEST, FRAUDULENT, CRIMINAL OR MALICIOUS ACT OR OUT OF LIBEL, SLANDER, DISCRIMINATION OR HUMILIATION;
- 3. THE FAILURE OF ANY INVESTMENT OR SAVINGS PROGRAM TO PERFORM AS REPRESENTED BY AN INSURED;
- 4. ADVICE GIVEN BY AN INSURED TO AN EMPLOYEE TO PARTICIPATE OR NOT TO PARTICIPATE IN ANY INVESTMENT OR SAVINGS PROGRAM;
- B. ANY CLAIM ARISING OUT OF THE FAILURE OF THE INSURED, OR ANY INSURER, FIDUCIARY TRUSTEE OR FISCAL AGENT, TO PERFORM ANY OF THEIR OBLIGATIONS OR TO FULFILL ANY OF THEIR GUARANTEES WITH RESPECT TO:
 - 1. THE PAYMENT OF BENEFITS UNDER EMPLOYEE BENEFIT PROGRAMS; OR
 - 2. THE PROVIDING, HANDLING OR INVESTMENT OF FUNDS RELATED THERETO.

II. LIMITS OF LIABILITY - DEDUCTIBLE

REGARDLESS OF THE NUMBER OF INSUREDS UNDER THIS POLICY, OR CLAIMS MADE OR SUITS BROUGHT ON ACCOUNT OF ALLEGED ACTS OR OMISSIONS BY AN INSURED, THE COMPANY'S LIABILITY IS LIMITED AS FOLLOWS:

WITH RESPECT TO THIS INSURANCE, THE LIMIT OF LIABILITY STATED IN THE SCHEDULE AS APPLICABLE TO "EACH CLAIM" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY, INCLUDING LIABILITY FOR ALL DAMAGES AND FOR ALL COSTS, EXPENSES AND PREMIUMS FOR RELEASE OF ATTACHMENT OR APPEAL BONDS DESCRIBED IN THE "SUPPLEMENTARY PAYMENTS" PROVISIONS AND INCURRED IN ACCORDANCE THEREWITH, ON ACCOUNT OF EACH CLAIM TO WHICH THIS INSURANCE APPLIES.

FOR THE PURPOSE OF APPLYING THE LIMITS OF THE COMPANY'S LIABILITY, ALL DAMAGES CLAIMED BY ONE EMPLOYEE AS THE RESULT OF A SERIES OF ACTS OR OMISSIONS SHALL BE CONSIDERED AS COMPRISING ONE CLAIM.

THE SUM OF \$50,000. SHALL BE DEDUCTED FROM THE TOTAL AMOUNT OF DAMAGES, EXCLUSIVELY OF SUCH COSTS, EXPENSES AND PREMIUMS, ON ACCOUNT OF EACH OCCURRENCE. ALL THE TERMS OF THIS INSURANCE APPLY IRRESPECTIVE OF THE APPLICATION OF THE DEDUCTIBLE AMOUNT AND THE COMPANY MAY PAY ANY PART OR ALL OF THE DEDUCTIBLE AMOUNT TO EFFECT SETTLEMENT OF ANY CLAIM OR SUIT, AND, UPON NOTIFICATION OF THE ACTIONS TAKEN, THE INSURED SHALL



PROMPTLY REIMBURSE THE COMPANY FOR SUCH PART OF THE DEDUCTIBLE AMOUNT AS HAS BEEN PAID BY THE COMPANY.

THE LIMIT OF LIABILITY STATED IN THE SCHEDULE AS "AGGREGATE" IS, SUBJECT TO THE ABOVE PROVISION RESPECTING "EACH CLAIM", THE TOTAL LIMIT OF THE COMPANY'S LIABILITY, INCLUDING LIABILITY FOR ALL DAMAGES AND FOR ALL SUCH COSTS, EXPENSES AND BOND PREMIUMS INCURRED, ON ACCOUNT OF ALL CLAIMS TO WHICH THIS INSURANCE APPLIES.

III. ADDITIONAL DEFINITIONS

WHEN USE IN REFERENCE TO THIS INSURANCE (INCLUDING ENDORSEMENTS FORMING A PART OF THIS POLICY):

A. "ADMINISTRATION" MEANS:

- 1. GIVING COUNSEL TO EMPLOYEES OF THE NAMED INSURED INCLUDING THE EMPLOYEE'S DEPENDENTS AND BENEFICIARIES WITH RESPECT TO ELIGIBILITY IN OR SCOPE OF EMPLOYEE BENEFIT PROGRAMS AVAILABLE TO SUCH EMPLOYEE BY VIRTUE OF HIS EMPLOYMENT BY THE NAMED INSURED;
- 2. HANDLING OF RECORDS IN CONNECTION WITH EMPLOYEE BENEFIT PROGRAMS;
- 3. EFFECTING OR TERMINATING ENROLLMENT OF ANY EMPLOYEE OF THE NAMED INSURED UNDER EMPLOYEE BENEFIT PROGRAMS;

PROVIDED ALL SUCH ACTS ARE AUTHORIZED BY THE NAMED INSURED.

B. "EMPLOYEE BENEFIT PROGRAMS" MEANS A FORMAL PROGRAM OR PROGRAMS OF EMPLOYEE BENEFITS MAINTAINED IN CONNECTION WITH THE BUSINESS OR OPERATIONS OF THE NAMED INSURED COVERED BY THE BODILY INJURY OR PROPERTY DAMAGE LIABILITY COVERAGES IN THIS POLICY, SUCH AS BUT NOT LIMITED TO GROUP LIFE INSURANCE, GROUP ACCIDENT & HEALTH INSURANCE, PENSION PLANS, EMPLOYEE STOCK SUBSCRIPTION PLANS, WORKERS COMPENSATION, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND DISABILITY BENEFITS.

IV. CONDITIONS

A. ALL OF THE CONDITIONS OF THIS POLICY APPLY TO THIS INSURANCE EXCEPT "FINANCIAL RESPONSIBILITY LAWS" AND "OTHER INSURANCE".



B. EXCESS INSURANCE: THIS INSURANCE SHALL BE EXCESS INSURANCE OVER ANY OTHER VALID AND COLLECTIBLE INSURANCE AVAILABLE TO THE ASSURED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON



THIS ENDORSEMENT #: 4 , EFFECTIVE: OCTOBER 18, 1994	
ATTACHED TO AND FORMING PART OF POLICY #:M0040	
OF THE: AMERICAN HOME ASSURANCE COMPANY	
ISSUED TO: FOSS MARITIME COMPANY, ET AL	

POLLUTION LIMITATION ENDORSEMENT (SUDDEN AND ACCIDENTAL BASIS)

THIS INSURANCE DOES NOT CONSTITUTE EVIDENCE OF FINANCIAL RESPONSIBILITY UNDER THE OIL POLLUTION ACT OF 1990 OR ANY SIMILAR FEDERAL OR STATE LAW AND IT IS A CONDITION OF THIS INSURANCE THAT IT SHALL NOT BE SUBMITTED TO THE UNITED STATES COAST GUARD OR ANY OTHER FEDERAL OR STATE AGENCY AS EVIDENCE OF FINANCIAL RESPONSIBILITY. THE UNDERWRITERS DO NOT CONSENT TO BE GUARANTORS.

SUCH COVERAGE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY TO ANY CLAIM ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE, OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS, OIL OR OTHER PETROLEUM SUBSTANCE OR DERIVATIVE (INCLUDING ANY OIL REFUSE OR OIL MIXED WASTES) OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE, OR ANY WATERCOURSE OR BODY OF WATER.

THIS EXCLUSION SHALL NOT APPLY, HOWEVER, PROVIDED THAT THE ASSURED ESTABLISHES THAT ALL OF THE FOLLOWING CONDITIONS HAVE BEEN MET:

- (A) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE WAS ACCIDENTAL AND WAS NEITHER EXPECTED NOR INTENDED BY THE ASSURED. A DISCHARGE, DISPERSAL, RELEASE OR ESCAPE SHALL NOT BE CONSIDERED UNINTENDED OR UNEXPECTED UNLESS CAUSED BY SOME INTERVENING EVENT NEITHER FORESEEABLE NOR INTENDED BY THE ASSURED.
- (B) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE CAN BE IDENTIFIED AS COMMENCING AT A SPECIFIC TIME AND DATE DURING THE TERM OF THE POLICY.
- (C) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE BECAME KNOWN TO THE ASSURED WITHIN 72 HOURS AFTER ITS COMMENCEMENT.



- (D) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE WAS REPORTED IN WRITING TO THESE UNDERWRITERS WITHIN 30 DAYS AFTER HAVING BECOME KNOWN TO THE ASSURED.
- (E) THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE DID NOT RESULT FROM THE ASSURED'S INTENTIONAL AND WILLFUL VIOLATION OF ANY GOVERNMENT STATUTE, RULE OR REGULATION.

NOTHING CONTAINED IN THIS ENDORSEMENT SHALL OPERATE TO PROVIDE ANY COVERAGE WITH RESPECT TO:

- (1) LOSS OF, DAMAGE TO OR LOSS OF USE OF PROPERTY DIRECTLY OR INDIRECTLY RESULTING FROM SUBSIDENCE CAUSED BY SUBSURFACE OPERATIONS OF THE ASSURED;
- (2) REMOVAL OF, LOSS OF OR DAMAGE TO SUBSURFACE OIL, GAS OR ANY OTHER SUBSTANCE;
- (3) FINES, PENALTIES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, TREBLE DAMAGES OR ANY OTHER DAMAGES RESULTING FROM THE MULTIPLICATION OF COMPENSATORY DAMAGES;
- (4) ANY SITE OR LOCATION USED IN WHOLE OR IN PART FOR THE HANDLING, PROCESSING, TREATMENT, STORAGE, DISPOSAL OR DUMPING OF ANY WASTE MATERIALS OR SUBSTANCES OR THE TRANSPORTATION OF ANY WASTE MATERIALS OR SUBSTANCES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORÍZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON



THIS ENDORSEMEN	T #: <u>5</u> , EI	FFECTIVE: NOV	EMBER 15, 1994
ATTACHED TO AND	FORMING PART	OF POLICY #:	M0040
OF THE:	AMERICAN HOME	ASSURANCE COMPA	ANY
ISSUED TO:	FOSS MARITIME	COMPANY, ET AL	

IT IS HEREBY UNDERSTOOD AND AGREED THAT <u>PACIFIC AMERICAN</u> <u>COMMERCIAL COMPANY</u> IS <u>DELETED</u> FROM THE "SPECIAL CONDITIONS & WARRANTIES, CLAUSE 3. SCHEDULE OF ADDITIONAL ASSUREDS" EFFECTIVE <u>NOVEMBER 15</u>, 1994.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORÍZEK SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON



THIS ENDORSEMENT #: 6 , EFFECTIVE: JANUARY 23, 1995	
ATTACHED TO AND FORMING PART OF POLICY #: M0040	
OF THE: AMERICAN HOME ASSURANCE COMPANY	
ISSUED TO: FOSS MARITIME COMPANY, ET AL	

EFFECTIVE JANUARY 23, 1995, IT IS HEREBY UNDERSTOOD AND AGREED THAT:

HUSKY CRANE, INC. ATTN: PAULETTE 2373 MARIPOSA ROAD STOCKTON, CALIFORNIA 95205.

IS ADDED AS AN ADDITIONAL ASSURED SOLEY WITH RESPECT TO THE RENTAL OF A LORRAIN CRANE, MODEL LRT2300, SERIAL NO. 90-124-1.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON



THIS ENDORSEMENT	#: <u>7</u> , EFFECT	'IVE: <u>FEBRUARY 2,</u>	<u> 1995 </u>
ATTACHED TO AND F	ORMING PART OF P	POLICY #: M0040	
OF THE: AM	ERICAN HOME ASSU	JRANCE COMPANY	
	SS MARITIME COMP		

EFFECTIVE FEBRUARY 2, 1995, IT IS HEREBY UNDERSTOOD AND AGREED THAT:

RALPH M. PARSONS COMPANY ATTN: IVAN PAGE 100 WEST WALNUT STREET MAIL STOP EA-616 PASADENA, CALIFORNIA 91124

IS ADDED AS AN ADDITIONAL ASSURED, WITH A WAIVER OF SUBROGATION, ONLY AS RESPECTS THE BARGE SERVICES PROVIDED BY THE NAMED ASSURED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED/SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON



THIS ENDORSEMENT #: 8, E	FFECTIVE: FEBRUARY 3, 1995
ATTACHED TO AND FORMING PART	OF POLICY #: M0040
OF THE: AMERICAN HOME	ASSURANCE COMPANY
ISSUED TO: FOSS MARITIME	COMPANY, ET AL

EFFECTIVE FEBRUARY 3rd, 1995, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING LOCATION IS ADDED TO THE "SPECIAL CONDITIONS & WARRANTIES, CLAUSE 2. SCHEDULE OF LOCATIONS" AS FOLLOWS:

FOSS MARITIME COMPANY
COLUMBIA - SNAKE RIVER DIVISION
2751 WILMA DRIVE
CLARKSTON, WASHINGTON 99403

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON



THIS ENDORSEMENT #: 9 , EFFECTIVE:	FEBRUARY 10, 1995
ATTACHED TO AND FORMING PART OF POLICY	#: M0040
OF THE: AMERICAN HOME ASSURANCE	COMPANY
ISSUED TO: FOSS MARITIME COMPANY, 1	ET AL

EFFECTIVE FEBRUARY 10, 1995, IT IS HEREBY UNDERSTOOD AND AGREED THAT:

PORT OF ANACORTES ATTN: RUTH SUTTON P.O. BOX 297 ANACORTES, WASHINGTON 98221

IS ADDED AS AN ADDITIONAL ASSURED SOLEY WITH RESPECT TO THE OPERATIONS OF THE NAMED ASSURED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON



ATTACHED TO AND FORMING PART OF POLICY #: M0040 OF THE: AMERICAN HOME ASSURANCE COMPANY TSSUED TO: FOSS MARITIME COMPANY, ET AL	THIS ENDORSEMENT #: 10 ,EFFECTIVE: MARCH 22, 1995
	ATTACHED TO AND FORMING PART OF POLICY #: M0040
TSSUED TO: FOSS MARITIME COMPANY. ET AL	OF THE: AMERICAN HOME ASSURANCE COMPANY
	ISSUED TO: FOSS MARITIME COMPANY, ET AL

EFFECTIVE MARCH 22nd, 1995, IT IS HEREBY UNDERSTOOD AND AGREED THAT:

PORT OF SAN DIEGO and

LINDBERGH FIELD AIR TERMINAL

ATTN: DAVID A. SANDOVAL

P.O. BOX 488

SAN DIEGO, CALIFORNIA 92112

IS ADDED AS AN ADDITIONAL ASSURED SOLELY WITH RESPECT TO THE LEASE OF LAND LOCATED AT 1839 WATER STREET, SAN DIEGO, CALIFORNIA 92112.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

MARCH 27, 1995



THIS ENDORSEMENT #: II , EFFECTIVE: MARCH 23, 1995
ATTACHED TO AND FORMING PART OF POLICY #: M0040
OF THE: AMERICAN HOME ASSURANCE COMPANY
ISSUED TO: FOSS MARITIME COMPANY, ET AL

EFFECTIVE MARCH 23rd, 1995, IT IS HEREBY UNDERSTOOD AND AGREED THAT:

GENERAL ELECTRIC CAPITAL CORPORATION ATTN: MATT GOUGLER 5018 238th STREET SOUTHEAST WOODINVILLE, WASHINGTON 98072

IS NAMED AS AN ADDITIONAL ASSURED SOLELY WITH RESPECT TO THE RENTAL OF TWO MODULAR UNITS, S/N 867264 AND S/N 867267 FOR EXTRA WORK SPACE.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORAZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

MARCH 27, 1995



THIS ENDORSEMENT #: 12 ,EFFECTIVE: MARCH 31, 1995
ATTACHED TO AND FORMING PART OF POLICY #:MO040
OF THE: AMERICAN HOME ASSURANCE COMPANY
ISSUED TO: FOSS MARITIME COMPANY, ET AL

EFFECTIVE MARCH 31st, 1995, IT IS HEREBY UNDERSTOOD AND AGREED THAT:

UNION OIL CO. OF CALIFORNIA DBA: UNOCAL FRED L. HARTLEY RESEARCH CTR 376 S. VALENCIA AVENUE ROOM AD113 BREA, CALIFORNIA 92621

IS ADDED AS AN ADDITIONAL ASSURED, WITH A WAIVER OF SUBROGATION, SOLELY WITH RESPECT TO WORK PERFORMED BY THE NAMED ASSURED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

APRIL 6, 1995



THIS ENDORSEMENT #: 13 , EFFECTIVE: APRIL 7, 1995
ATTACHED TO AND FORMING PART OF POLICY #: M0040
OF THE: AMERICAN HOME ASSURANCE COMPANY
ISSUED TO: FOSS MARITIME COMPANY, ET AL

EFFECTIVE APRIL 7th, 1995, IT IS HEREBY UNDERSTOOD AND AGREED THAT:

XTRA LEASE ATTN: LATISHA 4221 INDEPENDENCE AVENUE SOUTHGATE, CALIFORNIA 90280

IS ADDED AS AN ADDITIONAL ASSURED SOLELY WITH RESPECT TO THE RENTAL OF A 1980 STRICK STORAGE TRAILER, SERIAL NUMBER 2591.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

APRIL 10, 1995



THIS ENDORSEMENT #: 14 ,EFFECTIVE: MARCH 30, 1995	_
ATTACHED TO AND FORMING PART OF POLICY #: M0040	
OF THE: AMERICAN HOME ASSURANCE COMPANY	
ISSUED TO: FOSS MARITIME COMPANY, ET AL	

EFFECTIVE MARCH 30th, 1995, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE:

CIT GROUP/CAPITAL EQUIPMENT FINANCING, INC. ATTN: JOHN JOHNSTON 1211 AVENUE OF AMERICAS 21st FLOOR NEW YORK, NY 10036

ITS AGENTS, EMPLOYEES, AND AFFILIATED OR SUBSIDIARY CORPORATIONS IS ADDED AS AN ADDITIONAL ASSURED SOLELY WITH RESPECT TO EQUIPMENT FINANCED, LEASED, RENTED OR SUPPLIED BY CIT TO THE NAMED ASSURED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

AUTHORÍZĚD SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

APRIL 11, 1995





NEW YORK, NEW YORK

A CAPITAL STOCK COMPANY

FOUNDED 1853

AMERICAN INTERNATIONAL MARINE AGENCY

TWO RINGON CENTER, 121 SPEAR STREET, SAN FRANCISCO, CA 94105

Amount \$\$2,000	0,000.00	Rate	AGREED	Premium \$	\$80,000 Deposit
	В	Y THIS POL	JCY OF INSUR	ANCE	
Does insure	FOSS MARITIN		, ET AL (LE, WASHINGTON 9)	8119	
For account of	THEMSELVES	,	,		
Loss, if any, payable	to ASSI	URED, OR OR	DER		
To the amount of	TWO MILLIO	ON AND NO C	ENTS (AS PER PO	LICY ATTACHED)	Dollars
From OCTOBER 1, 1	999		To ROTH D	OCTOBER 1 ATES 12:01 A.M., PACIFIC	
On COMPREHENSIV	VE MARINE LIA	BILITY	,		
Subject to all of the	terms, conditio	ns and exclu	sions of the form	(s) attached hereto:	
Special Conditions Definitions Supplementary Payl Coverage American Institute S Liability Clas Marine Terminal Of Liability Clas Broad Form Liability	ments Ship Repairers uses perator's uses	Washington S Employee Be Covera Pollution Lim (Sudder Alaska Attorn Bodily Injury	gy Liability on Endorsement Stop Gap Endorsement nefits Liability ge Endorsement nitation Endorsement n & Accidental Basis ney Fees Endorsement Definition Endorsen tte Recognition Claus) t nent	
of this Policy, together with suc- of this Company shall have p- upon or attached hereto, nor sattached.	th other provisions, agree ower to waive or be dec shall any privilege or pe me said American l or be valid unless co	ements or condition emed to have waive emission affecting t Home Assuranc ountersigned by	is as may be endorsed here ed any provision or condi the insurance under this l ce Company has cau	on or added hereto; and no offition of this Policy unless such Policy exist or be claimed by a sed this Policy to be significant of the Control of the Contr	ically referred to and made particer, agent or other representative in waiver, if any shall be written the Assured unless so written or gned by its President and inpany.
Countersigned atS	seatile, wash	ington 10:	9 4	I karel	Agent.
64668 (9/97)	1 000000	+/ -			Order by %FPD00496

COMPREHENSIVE MARINE LIABILITY

DECLARATIONS

Named Assured:

Foss Maritime Company, Et Al

Address:

660 West Ewing Street

Seattle, Washington 98119

Policy period:

October 1, 1999 to October 1, 2000

Policy no:

M0385

Of the:

American Home Assurance Company

Loss, if payable to Assured, or order.

I. In consideration of the payment of the premium, and subject to all the terms of this policy, the company agrees to cover the Assured(s) named herein.

II. LIMIT OF LIABILITY:

- A. Limit each occurrence including supplementary payments: \$2,000,000.00, combined single limit.
- B. Products hazard or completed operations hazard or with respect to liability arising out of independent contractors aggregate limit: \$2,000,000.00.
- C. Personal injury and advertising injury aggregate limit: \$2,000,000.00.
- D. Fire legal liability limit: \$50,000.00.
- E. Premises medical payments limit: \$5,000.00.
- F. General aggregate limit: \$4,000,000.00, combined single limit.

The general aggregate limit is the most we will pay for the sum of (a) damages under coverage A and coverage B, except for damages included in the products hazard and completed operations hazard; (b) damages under Broad Form Endorsement, section II, personal injury and advertising injury liability coverage; (c) Premises Medical Payments under Broad Form Endorsement, section III, premises Medical Payment Coverage; (d) Fire Legal Liability under Broad Form Endorsement, section V(b) Fire Legal Liability limit; and/or (e) any endorsement herein referred to under Special Conditions and Warranties item 10.

The limits of liability scheduled herein as "aggregate" or "general aggregate" apply separately to each consecutive annual period and to any remaining period of less than (12) months, starting with the beginning of the policy period shown in the declarations, unless the policy period is extended after issuance for an additional period of less than (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

Foss Maritime Company, Et Al

Policy No: M0385

Comprehensive Marine Liability October 1, 1999/00

Page 1

FPD004965

III. <u>Deductible</u>: No claims shall be payable under this policy unless the aggregate liability for any one occurrence, including supplementary payments, exceeds the sum of \$25,000.00 and this sum shall be deducted from the amount payable hereunder for each occurrence.

IV. TERM AND CANCELLATION:

- A. This policy shall cover all occurrences during the period of time commencing at 12:01

 am of the 1st day of October, 1999 and ending at 12:01 am on the 1st day of October,

 2000. Pacific Standard Time, unless sooner terminated as hereinafter provided.
- B. This policy may be canceled by the Assured by mailing to the company written or telegraphic notice when thereafter such cancellation shall be effective. This policy may be canceled by the company by mailing to the Assured at his last known address written or telegraphic notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective; except in event of non-payment of premium, only ten (10) days notice in writing to the Assured is required. Such notice sent to the Assured in the care of the broker or agent who negotiated this policy shall have the same effect as if sent directly to the Assured. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period.

Earned premium shall be computed in accordance with terms and conditions of the "Special Conditions and Warranties, clause 10. Rates & Premium" using the gross receipts for the period at risk subject always to the minimum premium. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

V. PREMIUM AND REPORTING:

- A. (as attached)
- VI . <u>Policy Territory</u>: This insurance applies only to injury or damage caused by an occurrence within the policy territory described as follows:

Worldwide, provided suit is first brought in the United States of America, its territories or possessions or Canada.

- VII. Inspection and Audit: The company shall be permitted but not obligated to inspect the named Assured's property and operations at any reasonable time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named Assured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.
- VIII. This policy is subject to Special Conditions and Warranties as attached.

SPECIAL CONDITIONS AND WARRANTIES

1. SCHEDULE OF NAMED ASSUREDS: to read as follows:

Foss Maritime Company
Foss Redevelopment Company
Foss Environmental Vessel Services
Sea Coast Towing, Inc.
Amnay Maritime Services

And any and all subsidiaries, companies, corporations, firms, or organizations, associated, or affiliated organizations where 50% of the stock or assets is owned by the named Assured, or where the named Assured exercises active management or control, or where the named Assured has the responsibility of placing insurance for any such entity.

Saltchuk Resources Corporation solely with respect to their interests in the operations of Foss Maritime Company and/or its subsidiaries.

2. SCHEDULE OF LOCATIONS: to read as follows:

All locations owned and/or occupied by the named insured.

3. BLANKET ADDITIONAL ASSUREDS AND WAIVER OF SUBROGATION:

It is agreed that the company waives its right of subrogation against any person or organizations to whom the named Assured is obligated by written contract to provide such waiver, but only to the extent of such obligation and only with respect to operations by or on behalf of the named Assured or to the facilities of or used by the named Assured.

It is further agreed that to the extent that the named Assured is obligated by written contract to name any person or organization as additional Assureds hereunder, the company agrees that such persons or organizations shall be considered as additional Assureds but only with respect to operations performed by or on behalf of the named Assured or to the facilities of or used by the named Assured.

Subject always to the following:

Wherever additional Assureds or loss payees are added to this policy, it is specifically agreed:

- A. Such additional Assureds or loss payees are included only with respect to such activities insured by this policy as would exist in the absence of the naming of additional Assureds or loss payees and coverage hereunder shall in no way be considered extended by the inclusion of additional Assureds or loss payees.
- B. The inclusion of additional Assureds or loss payees in no way increases the limit of liability hereunder.
- C. In the event of cancellation or change in policy coverage unless specifically endorsed in writing to the contrary hereon, no obligation is imposed on this company to send notice of cancellation or change of coverage to an additional Assured or loss payee and notice to the original named Assured shall discharge all obligations of this company hereunder. This company shall not be required to notify additional Assureds or loss payees of any cancellation received from the original named Assured.

Foss Maritime Company, Et Al Policy No: M0385 Comprehensive Marine Liability October 1, 1999/00

Page 3

- D. With respect to premises, properties or facilities, this insurance does not apply to:
 - Any "occurrence" which takes place after you cease to be a tenant in the premises.
 - Structural alterations, new construction or demolition operations performed by or on behalf of the additional Assured.
- E. With respect to equipment and machinery, this insurance does not apply:
 - To any "occurrence" which takes place after the lease expires or after the equipment is returned to additional Assured.
 - To "bodily injury" or "property injury" arising out of the sole negligence of additional Assured.
- 4. WAIVER OF SUBROGATION: Solely with respect to cargo/cars carried on Fossbarge, "Gulf Pioneer" (Foss 252), subrogation is waived against Elf Atuchem and owners of cargo/cars carried on Foss barge, "Gulf Pioneer" (Foss 252) at the direction of Elf Atochem.

Solely with respect to the operations of the named Assured under the response action contract, subrogation against Southeastern Alaska Petroleum Resource Organization, Inc. is waived.

- 5. It is hereby understood and agreed that the coverages incorporated in this policy of insurance are provided for the operations of Foss Maritime Company, Et Al only and specifically excludes the unrelated activities of Totem Ocean Trailer Express and any other Totem Resource Corporation subsidiaries.
- 6. It is hereby understood and agreed that any and all activities and/or operations of Foss Environmental Service Company are excluded from coverage provided by this policy.
- 7. It is hereby understood and agreed that for the purpose of complying with the deductible requirements of the Washington State Pesticide Applicators Financial Responsibility Insurance Certificate the policy deductible is reduced from \$25,000.00 to \$5,000.00 per occurrence for any and all claims deemed to have fallen within the scope of the said certificate signed by this company. The policy deductible of \$25,000.00 remains in full force and effect for all other claims arising hereunder. It is further understood and agreed that the signing of the above mentioned certificate in no way is to be construed to broaden or alter the terms and conditions of this policy except for the level of applicable deductible above.
- 8. In consideration of the premium charged, it is hereby understood and agreed that the "Broad Form Liability Endorsement", section II. Personal Injury and Advertising Injury Liability coverage, clause (D) Additional Definitions, clause 3." Is amended to read as follows:
 - (D) 3. A publication or utterance
 - (a) of a libel or slander or other defamatory or disparaging material, or
 - (b) in violation of an individual's right of privacy;

except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named Assured shall not be deemed personal injury; except as respects the Foss Maritime Company's in-house publishing of "Towbitts" magazine only, such shall be deemed personal injury.

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It is hereby understood and agreed that coverage as provided under this policy for the repair of
vessels does not apply to vessels owned and/or chartered by Foss Maritime Company and/or any
of its subsidiaries.

It is further understood and agreed that receipts for the repair of such vessels are not to be included in the annual report of gross receipts.

- 10. RATES & PREMIUM: The Assured, by acceptance of this policy, agrees to keep an accurate record of all gross charges for operations covered under the terms and conditions of this policy, which record shall be open to examination by representatives of this company at all times during business hours, during the term of the policy or thereafter, and further agrees to report to this company on an annual basis, on or before ten (10) days after the preceding twelve(12) months the total amount thereof (collected or uncollected), for the preceding twelve(12) months or such period as is within the term of this policy: the earned premium hereunder to be computed thereon at the rate of:
 - \$.74 per each \$100.00 of gross receipts of ship repairers, stevedore, landing dock bailee and log storage activities up to the amount of \$7,500,000.00
 - \$.58 per each \$100.00 of gross receipts of ship repairers, stevedore, landing dock bailee and log storage activities between \$7,500.000.00 and \$12,500,000.00
 - S.50 per each \$100.00 of gross receipts of ship repairers, stevedore, landing dock bailee and log storage activities in excess of \$12.500,000.00

and applied against the deposit premium until same is exhausted, following which all further earned premium shall be due and payable to this company at the time of filing the report on which the earned premium is due. This company shall have the right of setoff against the claims payable to the Assured under this policy of any premium due hereunder. It is agreed that the minimum premium hereunder shall be \$80,000.00. The deposit premium, payable upon attachment of this policy, shall be \$80,000.00.

- 11. It is agreed that exclusions e. and k. (3) are deleted from the "coverage" section of the policy with respect to non-owned vessels and the following is substituted therefor:
 - a. American Institute Ship Repairers Liability Clauses form 9 (November 3, 1977) (copy attached)
 - b. Marine Terminal Operator's Liability Insurance Clauses (copy attached)
- 12. It is hereby understood and agreed that the following are attached to and made part of the American Institute Ship Repairers Liability Clauses form 9 (November 3, 1977):
 - a. <u>Demurrage Clause</u>: Notwithstanding exclusion 6.E. Of the printed text, this insurance is extended to cover the legal liability of the Assured for demurrage, loss of time, loss of freight, loss of charter, and/or similar and/or substituted expenses, as a consequence of loss or damage to a vessel or craft resulting in a claim which is the subject of indemnity under coverage clauses 3.A. and/or 3.B. herein.

In no event shall this extension of coverage increase the liability of these assurers beyond the amount described in clause 4. of the policy text.

b. <u>Traveling Workmen Clause</u>: The coverage provided by this insurance shall be extended whenever any persons employed by or on behalf of the Assured are on board vessels and/or other marine structures at sea or in any port for the purpose of effecting

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Hot Works Permit: it is hereby understood and agreed that exclusion 6.D. is deleted and the following substituted in its place:

> "Warranted Assured will comply with the United States Coast Guard requirements for a "hot works" permit."

- 13. IN REM: It is agreed that with respect to such insurance as is afforded by this policy, coverage shall not be denied solely on the ground that the claim or the suit against the Assured is based on an "in rem" proceeding.
- 14. OCCUPATIONAL DISEASE EXCLUSION: It is understood and agreed that this insurance shall not cover any liability, loss, damage or expense as regards personal injury (fatal or non-fatal) resulting from occupational disease sustained by any employee of the Assured.
- 15. ASBESTOS EXCLUSION: It is understood and agreed that this policy shall not apply to any liability for bodily injury or property damage, including loss of use thereof, arising out of the manufacturing, processing, handling, distribution, sale, application, removal or use of asbestos, or asbestos related product(s).
- 16. PROFESSIONAL LIABILITY EXCLUSION:
 - With respect to any Assured under this policy except attorneys employed by Foss Maritime Company, the following clause shall apply:

It is understood and agreed that coverage afforded by the policy shall not apply to any claim or claims arising out of a breach of professional duty by reason of any negligent act, error or omission on the part of the Assured.

Solely with respect to attorneys employed by Foss Maritime Company ("in-house h attorneys"), the following clause shall apply:

> It is understood and agreed that coverage afforded by the policy shall not apply to any claim or claims arising out of a breach of professional duty by reason of any negligent act, error, or omission on the part of any Assured except with respect to claims for bodily injury or property damage;

> It is further understood and agreed that coverage afforded by the policy shall not apply to any claim or claims arising out of a breach of professional duty by reason of any negligent act, error, or omission on the part of any attorney employed by Foss Maritime Company when the attorney is acting outside the scope of his duties as an employee of Foss Maritime Company.

- 17. PUNITIVE DAMAGES EXCLUSION: It is understood and agreed that this insurance shall not cover any fines, penalties, punitive damages, treble damages or any other damages resulting from the multiplication of compensatory damages.
- DIRECTORS AND OFFICERS LIABILITY EXCLUSION: In consideration of the premium 18. charged and notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this policy shall not apply to any claims arising out of or alleged to have arisen from any wrongful act of Directors or Officers in the discharge or performance of their duties as such.

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It is further understood and agreed that for the purpose of this policy, wrongful act shall mean any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the Directors or Officers in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being Directors or Officers of the company.

- 19. FIDUCIARY LIABILITY EXCLUSION: In consideration of the premium charged and notwithstanding anything therein to the contrary, it is hereby agreed that such coverage as is afforded by this policy shall not apply to any claim or claims arising out of fiduciary liability.
- 20. EMPLOYMENT-RELATED PRACTICES EXCLUSION: It is hereby understood and agreed that this exclusion is added to the policy:

"Bodily injury" arising out of any refusal to employ, termination of employment, coercion, evaluation, re-assignment, discipline, defamation, demotion, harassment, humiliation, discrimination or other employment-related practices, policies, acts, omissions, or consequential "bodily injury" as a result of the above.

"Personal injury" arising out of any refusal to employ, termination of employment, coercion, evaluation, re-assignment, discipline, defamation, demotion, harassment, humiliation, discrimination or other employment-related practices, policies, acts, omissions, or consequential "personal injury" as a result of the above.

This exclusion applies whether the Assured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone who must pay damages because of the injury.

21. RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE: This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- a. Ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 22. NOTICE OF OCCURRENCE/REPORTING CLAIMS: Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involving injuries or damages which in the event that the Assured should be held liable, is likely to involve this policy, a written notice shall be sent to:

Ms. Judy Mckinney A I Marine Adjusters, Inc. Two Rincon Center 121 Spear Street San Francisco, CA 94105 Phone: (415) 836-2918 Fax: (415) 836-3144

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Said written notice to contain particulars sufficient to identify the Assured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of available witnesses, shall be given by or for the Assured to this company as soon as practicable, provided, however, that failure to notify the above firm of any occurrence which at the time of its happening did not appear to involve this policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

23. CLAIM CONTROL: In respect of any accident or occurrence likely to give rise to a claim under this insurance, the Assured is obligated to and shall take such steps to protect its (and this company's) interests as would reasonably be taken in the absence of insurance. However, this insurance shall be void and of no force or effect in respect of any accident or occurrence in the event the Assured shall make, or shall have made, any admission of liability either before or after such accident or occurrence, or in the event the Assured shall interfere in any negotiations of the company for settlement or in any legal proceedings in respect of any claim for which this company is or may be liable under this insurance. It is especially agreed, however, that any expenses or charges incurred by the Assureds in minimizing, or attempting to minimize, a claim shall not be deemed to be an admission of liability by the Assureds and shall not invalidate any coverage provided by this policy, these assurers to reimburse the Assureds for any such expenses or charges, if incurred.

This company shall have the option of naming the attorneys who shall represent the Assured in the prosecution or defense of any litigation or negotiations between the Assured and third parties concerning any claim covered by this policy, and shall have the direction of such litigation or negotiations.

Underwriters shall at any time be entitled (but not obligated) to control or take over the conduct of the investigation, defense and settlement of any claim, suit or proceeding against the Assured which is or is likely to be the subject of indemnity under this insurance.

Whenever required by the assurers, the Assured shall aid in securing information, evidence, obtaining of witnesses, and cooperate with the assurers (except in a pecuniary way) in all matters which the assurers may deem necessary in defense of any claim or suit or appeal from any judgment in respect of occurrence hereinbefore provided.

24. SUIT AGAINST COMPANY: No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Assured shall have fully complied with all the requirements of this policy, nor unless commenced within twelve months next after the calendar date of the happening of the physical loss or damage out of which the said claim arose, provided that where such limitation of time is prohibited by the laws of the state wherein this policy is issued, then, and in the event, no suit or action under this policy shall be sustainable unless commenced within the shortest limitation permitted under laws of such state.

In the event coverage afforded by this policy is against third party interests and/or legal liability the following suit or action clause applies:

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No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Assured shall have fully complied with all the terms and conditions of this policy, nor unless commenced within twelve (12) months after the amount of such claim shall have been fixed or rendered certain by final judgment against the Assured after trial of the issues. In the event such limitation is prohibited by the established law of the state in which this policy is issued, then the shortest minimum limitation permitted by such established law shall govern.

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- 25. SUBROGATION: In the event of any payment under this policy, the company shall be subrogated to all the Assured's right of recovery therefor against any person or organization and the Assured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Assured shall do nothing after loss to prejudice such rights.
- 26. OTHER INSURANCE: The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the Assured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- a. <u>Contribution by Equal Share</u>. If all such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each assurer contributes an equal share until the share of each assurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount or loss not so paid the remaining assurers then continue to contribute equal shares of the remaining amount of the loss until each such assurer has paid its limit in full or the full amount of the loss is paid.
- b. Contribution by Limits. If any of such other insurances does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
- 27. CHANGES: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
- ASSIGNMENT: Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if however, the named Assured shall die, such insurance as is afforded by this policy shall apply (1) to the named Assured's legal representative, as the named Assured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named Assured, to the person having proper temporary custody thereof, as Assured, but only until the appointment and qualification of the legal representative.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREINABOVE SET FORTH.

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In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, the company agrees with the named Assured as follows:

DEFINITIONS

When used in this policy (including endorsements forming a part thereof):

"Assured" means any person or organization qualifying as an Assured in the "person assured" provision of the applicable insurance coverage. The insurance afforded applies separately to each Assured against whom claim is made or suit is brought, except with respect to the limits of the company's liability:

<u>"automobile"</u> means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named Assured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the Assured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named Assured. "operations" includes materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the named Assured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named Assured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of:

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

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(c) operations for which the classification stated in the policy specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction, or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime mover, machinery or power transmitting equipment, or (2) arising out of operations performed for the named Assured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the Assured under an incidental contract:

"gross charges" means the gross amount of money charged by the named Assured's product and for operations performed by or on behalf of the named Assured, as defined in the completed operations hazard definition, during the policy period. This also includes taxes and amounts other than taxes which the named Assured collects as a separate item and remits directly to a governmental division:

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"Insured" means any person or organization qualifying as an insured in the "person insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"loading or unloading" with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile;

"mobile equipment" means a land vehicle (including machinery or apparatus attached thereto), whether or not self propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named Assured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix in transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"Named Assured" means the person or organization named in the declarations of this policy;

"Named Assured's products" means goods or products manufactured, sold, handled or distributed by the named Assured or by others trading under his name, including any container thereof (other than a vehicle), but "named Assured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

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"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the Assured;

"products hazard" includes bodily injury or property damage arising out of the named Assured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named Assured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, funnels, and similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named Assured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the Assured under an incidental contract.

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SUPPLEMENTARY PAYMENTS

Subject always to this policy's limits of liability the company will pay:

- all expenses incurred by the company, all costs taxed against the Assured in any suit defended by (a) the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in (b) any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the Assured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250.00 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- expenses incurred by the Assured for first aid to others at the time of an accident, for bodily injury (c) to which this policy applies;
- (d) reasonable expenses incurred by the Assured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25.00 per day.

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COVERAGE

I. COVERAGE A - Bodily Injury Liability

COVERAGE B - Property Damage Liability

The company will pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay as damages because of

- A. bodily injury, or
- B. property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the Assured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

EXCLUSIONS

This insurance does not apply:

- (a) to liability assumed by the Assured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named Assured's products or a warranty that work performed by or on behalf of the named Assured will be done in a workmanlike manner;
- to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any Assured or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any Assured,

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named Assured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Assured;

- (c) to bodily injury or property damage arising out of
 - (1) the ownership, maintenance, operation, use, loading, unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or
 - (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation
 of mobile equipment by an automobile owned or operated by or rented or loaned to any
 Assured;

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- (c) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any Assured, or
 - any other watercraft operated by any person in the course of his employment by any Assured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named Assured;

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, atmosphere or any water course or body of water;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the Assured under an incidental contract, or
 - (2) expenses for first aid under the supplementary payments provision;
- (h) to bodily injury or property damage for which the Assured or his indemnitee may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
 - by, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving, or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the Assured or his indemnitee as an owner or lessor described in (2) above;

- to any obligation for which the Assured or any carrier as his assurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the Assured arising out of and in the course of his employment by the Assured or to any obligation of the Assured to indemnify another because of damages arising out of such injury, but this exclusion does not apply to liability assumed by the Assured under an incidental contract;
- (k) to property damage to

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- (1) property owned or occupied by or rented to the Assured,
- (2) property used by the Assured, or
- (3) property in the care, custody or control of the Assured or as to which the Assured is for any purpose exercising physical control,

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named Assured;

- to property damage to premises alienated by the named Assured arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which had not been physically injured or destroyed resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named Assured of any contract or agreement, or
 - (2) the failure of the named Assured's products or work performed by or on behalf of the named Assured to meet the level of performance, quality, fitness or durability warranted or represented by the named Assured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named Assured's products or work performed by or on behalf of the named Assured after such products or work have been put to use by any person or organization other than an Assured;

- (n) to property damage to the named Assured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named Assured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith:
- (p) to damage claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named Assured's products or work completed by or for the named Assured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II. PERSONS INSURED

Each of the following is an Assured under this insurance to the extent set forth below:

(a) if the named Assured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is sole proprietor and the spouse of the named Assured with respect to the conduct of such a business;

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- (b) if the named Assured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named Assured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named Assured) or organization while acting as real estate manager for the named Assured; and
- (e) with respect to the operation for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,
 - an employee of the named Assured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named Assured any such equipment registered in the name of the named Assured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

Provided that no person or organization shall be an Assured under this paragraph (e) with respect to:

- bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named Assured or the employer of any person described in the subparagraph (ii)

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in this policy as a named Assured.

III. LIMIT OF LIABILITY

Regardless of the number of (1) Assureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

COVERAGE A -

The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Subject to the above provisions respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

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COVERAGE B-

The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "cach occurrence".

Subject to the above provisions respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate".

- all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named Assured by independent contractors and general supervision thereof by the named Assured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named Assured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named Assured.

<u>COVERAGES A AND B</u> - For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

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AMERICAN INSTITUTE SHIP REPAIRERS LIABILITY CLAUSES (NOVEMBER 3, 1977)

Attached to and forming part of policy no. M0385 of the American Home Assurance Company

The terms and conditions of the following clauses are to be regarded as substituted for those of the policy form to which they are attached, the latter being hereby waived, except provisions required by law to be inserted in the policy.

This policy insures: Foss Maritime Company, Et Al

as per attached

(hereinafter referred to as the Assured).

- Policy period: from October 1, 1999 to October 1, 2000, 12:01 am, Pacific Standard time at the Assured's premises as stated in clause 3.
- In consideration of the payment of premium as hereinafter provided, and subject to the limits of liability, exclusions, conditions and other terms of the policy, this company agrees to pay on behalf of the Assured all sums which the Assured, as ship repairer, shall become legally obligated to pay:
 - By reason of the liabilities imposed upon the Assured by law for physical loss of or damage to watercraft and their equipment, cargo, or other interests on board, occurring only while such watercraft are in the care, custody or control of the Assured for the purpose of repair or alteration at as per attached or while such watercraft are being moved via inland waters for a distance not in excess of 50 miles in connection with repairs or alterations;
 - B. By reason of the liabilities imposed upon the Assured by law as damages because of property damage caused by a watercraft covered under "A." above while in the care, custody, or control of the Assured and being navigated or operated away from premises described in "A." above within permitted waters by an employee or employees of the Assured or in tow of a tug not owned by or demise chartered to the Assured. It is a condition of this clause 3.B. that any employee of the Assured engaged in the navigation of watercraft described herein shall possess such license as is required by the united states coast guard or any other applicable regulatory authority to perform the duties being carried out by said employee;
 - For the cost of defending any suit against the Assured on any claim based on a liability or an alleged liability of the Assured covered by this insurance if the amount of the claim hereunder exceeds the amount deductible under this policy, but this company shall not be liable for the cost or expense of prosecuting or defending any suit unless the same shall have been incurred with the written consent of this company. This company, however, reserves the right to conduct the defense of any actions or suits at its own expense. The cost and expense of prosecuting any claim in which the Assured shall have an interest by subrogation or otherwise, shall be divided between the Assured and this company, proportionately to the amounts which they would be entitled to receive, respectively, if the suit should be successful.
- 4. The maximum liability of this company on account of any one occurrence shall be:

\$as per policy

with respect to each watercraft

declarations

including its equipment, cargo, and other interests on board

covered by clause 3.A.;

Sas per policy declarations

any one occurrence with respect to liability covered by clause 3.B.

The legal costs, fees and expenses covered by clause 3.C.

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Comprehensive Marine Liability October 1, 1999/00

The maximum aggregate liability of this company on account of any one occurrence with respect to the coverage afforded under sections 4. A., B. and C. above shall be \$as per policy declarations.

The Assured, by acceptance of the policy, agrees to keep an accurate record of all gross charges for operations covered under the terms and conditions of this policy, which record shall be open to examination by representatives of this company at all times during business hours, during the term of the policy or thereafter, and further agrees to this company on or before the last day of each month the total amount thereof (collected and uncollected) for the preceding month or such period of time as is within the terms of this policy: the carned premium hereunder to be computed thereon at the rate of \$\frac{1}{2} \quad \text{per each \$\frac{1}{2}\text{00,00} and applied against the deposit premium until same is exhausted, following which all further earned premium shall be due and payable to this company at time

of filing the report on which the earned premium is due: and any uncarned premium, being the amount by which the deposit premium exceeds the earned premium, shall be refunded upon expiration or cancellation of the policy. This company (a) have the right of set off against the claims payable under this policy of any premiums aftereunder. It is agreed that, except in the event of cancellation of this policy by this company, the minimum premium hereunder shall be \$\frac{S}{2}\$.

The deposit premium, payable upon attachment of this policy, shall be \$\frac{S}{2}\$.

- 6. Notwithstanding the foregoing, it is hereby expressly understood and agreed that this policy does not cover against nor shall any liability attach hereunder for:
 - A. The first Sas per policy declarations of any claim or claims, including legal fees and expenses, arising out of the same occurrence and insured against hereunder;
 - B. Death or personal injury; except as provided for elsewhere in this policy;
 - C. Any liability assumed under contract or otherwise in extension of the liability which would have been imposed upon the Assured by law in the absence of contract; except as provided for elsewhere in this policy;
 - D. Loss, damage or expense arising in connection with work on any vessel which has carried flammable or combustible liquid in bulk as fuel charge or any vessel which has carried flammable compressed gas in bulk, unless that work is done in accordance with the requirements of the rules and regulations of the national fire protection association applicable to such work;
 - Demurrage, loss of time, loss of freight, loss of charter and/or similar and/or substituted expenses;
 - F. Loss, damage or expense which may be recoverable under any other insurance inuring to the benefit of the Assured except as to any excess over and above the amount recoverable thereunder;
 - G. Collision liability, tower's liability or liabilities insured against under the customary forms of hull or protection and indemnity policies arising out of the operation of any watercraft owned by, or demise chartered to, the Assured or any affiliated or subsidiary concern or party;
 - H. Loss of or damage to property owned, leased to, or in the possession of the Assured (other than watercraft which are in the custody of the Assured for the purpose of repair or alteration) or utilized by the Assured in its business as a ship repairer;
 - Loss of or damage to watercraft placed in the care, custody, or control of the Assured for the
 purpose of storage regardless of whether any work is also to be performed on the watercraft;
 provided that this exclusion shall not apply to any physical loss or damage to the watercraft
 (otherwise covered under this policy) resulting directly from repairs or alterations to said
 watercraft carried out during such storage period;

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- J. The expense of redoing the work improperly performed by or on behalf of the Assured or the cost of replacement of materials, parts or equipment furnished in connection therewith;
- K. The cost or expense of repairing, replacing or renewing any faultily designed part or parts which cause(s) loss of or damage to the watercraft, or for any expenditure incurred by reason of a betterment or alteration in design;
- L. Any loss of or damage to watercraft occurring while in the care, custody or control of the Assured and otherwise covered under section 3a heree that not discovered within sixty days of the delivery of the watercraft to the owner or charterer, or within sixty days after work is completed, whichever first occurs:
- M. Loss, damage or expense caused by, resulting from or incurred by:
 - (a) Capture, seizure, arrest, taking, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether or not the Assured's liability therefore is based on negligence or otherwise;
 - (b) Any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter, or by any mine, bomb or torpedo;
 - Hostilities or warlike operations (whether there be a declaration of war or not), but (c) the phrase, "hostilities or warlike operations (whether there be a declaration of war or not)" shall not exclude collision or contact with aircraft, rockets or similar missiles or with any fixed or floating object, stranding, heavy weather, fire or explosion unless caused directly (independently of the nature of the voyage or service which the watercraft concerned or in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power for the purposes of the foregoing, power includes any authority maintaining navy, military or air forces in association with a power. In addition to the foregoing exclusions this insurance shall not cover any loss, damage or expense to which a warlike act or the use of military or naval weapons is a contributing cause, whether or not the Assured's liability therefore is based on negligence or otherwise, and whether in time of peace or war. The embarkation, carriage and disembarkation of troops, combatants, or material of war, or the placement of the watercraft in jeopardy as an act or measure of war taken in the actual process of a military engagement, with or without the consent of the Assured, shall be considered a warlike act for the purposes of the policy.
 - (d) The consequences of civil war, revolution, rebellion, insurrection, military or usurped power, the imposition of martial law, or civil strife arising therefrom, or piracy, or from any loss, damage or expense caused by or resulting directly or indirectly from the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political or terrorist purposes, and whether any loss, damage or expense resulting therefrom is accidental or intentional.
 - (e) Malicious act or vandalism, strikes, lockouts, political or labor disturbances, civil commotions, riots, or the acts of any person or persons taking part in such occurrence or disorder;
- N. The firing or testing of any weapon of war on the watercraft;
- O. Any nuclear incident, reaction, radiation or any radioactive contamination, whether controlled or uncontrolled, and whether the loss, damage, liability or expense be proximately or remotely caused thereby, or be in whole or in part caused by, contributed to, or aggravated by the risks and liabilities insured under this policy, and whether based on the Assured's negligence or otherwise;

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- P. Any sums paid with respect to any loss, damage, cost, liability, expense, fine or penalty of any kind or nature whatsoever and whether statutory or otherwise, incurred by or imposed on the Assured, directly or indirectly, in consequence of ar with respect to, the actual or potential discharge, emission, spillage, or leakage units or into the seas, waters, land or air, of oil, petroleum products, chemicals or other substances of any kind or nature whatsoever.
 - this exclusion, however, shall not apply to sums paid or payable, or liability of the Assured, for the physical loss of the aborty discharged, emitted, spilled or leaked, provided that such sums, or such liability are (is) covered elsewhere under the terms and conditions of this policy.
- 7. A. In the event of an occurrence with respect to which insurances are afforded under this policy, written notice containing particulars sufficient to identify the occurred and also reasonably obtainable information with respect to the time, place any focumetances thereof, and the names and addresses of available witnesses, shall be given by or for the Assured to this company as soon as practicable.
 - B. If claim is made or suit is brought to this company every demand flotice, summens or other process received by him or his representative.
 - C. The Assured shall cooperate with the company and, upon this company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Assured because of injury or damage with respect to which insurance is afforded under this policy; and the Assured shall attend hearings and trials and a first in securing and giving evidence and obtaining the attendance of witnesses. This policy shall be void and of no force or effect, in respect of any accident or occurrence, in the event the Assured shall make or shall have made any admission of liability either before or after such accident or occurrence in the event the Assured shall interfere in any negotiations of this company for settlement or in any legal proceedings in respect of any claim for which this company is or may be liable under this policy.
- 8. It is expressly understood and agreed that no liability shall attach under this policy until the liability of the Assured has been determined by final judgment against the Assured or by agreement between the Assured and the plaintiff with the written consent this company. In the event the Assured shall fail or refuse to settle any claim as authorized this company, the liability of the company to the Assured shall be limited to the amount for which settlement could have been made.
- 9. No action shall lie against this company for the recovery of any loss sustained by the Assured unless such action be brought against this company within one year after the final judgment or decree is entered in the litigation against the Assured, or in case the claim against this company accrues without the entry of such final judgment or decree, unless such action be brought within one year from the date of the payment of such claim, provided by wever, that where such limitation of time is prohibited by the law of the state wherein this policy is issued, then and in that event no action under this policy shall be sustainable unless commenced within the shortest limitation permitted under the law of such state.
- 10. This policy may be cancelled either by the company or by the Assured giving 30 days' written or telegraphic notice to the other. Notice by the company may be sent to the Assured's last known address, or in care of the broker who negotiated it to be a solution of this policy or the broker of record at the time the aforesaid notice is given; except in the event of non-payment of premium ten (10) days notice in writing to the Assured is required.

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MARINE TERMINAL OPERATOR'S LIABILITY CLAUSES

Effective:		October 1, 1999	
Attached	to and f	orming part of policy #: M0385	
Of the:_		American Home Assurance Company	
Issued to	o:	Foss Maritime Company, Et Al	
1.	For the a	account of the Assured.	
2.	Loss, if	any, payable to: ASSURED OR ORDER	
3.	This insurance is to cover 100% interest in the legal and/or assumed liability of the Assuroperators of marine terminals at locations as per attached as follows:		
	(a)	For all physical loss or damage to vessels (including their cargoes, and equipment aboard) while proceeding to or from the premises and/or during docking and undocking or loading and/or unloading and/or while in the custody of the Assured.	
	(b)	For all damage to property of others as a result of an accident involving a vessel while such vessel is proceeding to or from the premises and/or during docking and undocking or loading and/or unloading and/or while in the custody of the Assured.	
	(c)	For all damage to cargoes as a result of loading and/or unloading and while awaiting transit, including but not limited to logs in wet storage.	
	(d)	For all sums the Assured shall become obligated to pay for loss of life, bodily injury or sickness of any person as a result of any accident involving a non-owned vessel.	
	(e)	The cost of defending and investigating any suit against the Assureds on any claim based on a liability or an alleged liability of the Assureds covered by this insurance shall be payable by the assurers if the amount of the claim hereunder exceeds the retained limit under this policy, but the assurers shall not be liable for cost or expense of prosecuting or defending any suit unless the same shall have been incurred with the written consent of the assurers. These assurers, however, reserve the right to conduct the defense of any actions or suits at their own expense.	
4	Notwithstanding the foregoing, it is hereby understood and agreed that this insurance does no cover against, nor shall any liability attach hereunder for loss, damage, injury or expense cause by or resulting from:		
	(a)	hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (1) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; (2) by military, naval or air forces; or (3) by an agent of any such government, power, authority or force;	
	(b)	any weapon of war employing atomic fission or radioactive force whether in time of peace or war;	

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- (c) insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade:
- (d) any claim in respect of loss of life, bodily injury, sickness, maintenance, cure or wages of any employee of the Assureds; except as provided elsewhere in the policy;
- (e) any liability accepted under a charter party;
- (f) bodily injury or property damage including clean up and containment costs arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste corrials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental:
- (g) damage to or destruction of property arising out or the ownership, maintenance or use of automobiles, commercial trucks and/or trailers which would be insured under the standard form of automobile policy, provided however, that this exclusion shall not apply to the damage to or destruction of property in charge of or transported by the Assured;
- (h) damage to or destruction of property owned, leased or rented by the Assured;
- damage to or destruction of property from theft, conversion or other dishonest act performed by the Assured or their employees or agents;
- (j) loss, damage, injury or expense which may be recoverable under any other insurance carried by the Assureds or by others for account of the Assureds except insurance covering part of this risk insured in conjunction herewith, or any excess insurance over and above the amount recoverable hereunder.
- 5. The limit of liability to these assurers with respect to this insurance shall not exceed **\$as per policy declarations** dollars in respect of any one occurrence.
- 6. This insurance is subject to the following deductible:

Sas per policy each occurrence as respects all claims.

Foss Maritime Company, Et Al Policy No: M0385

This endorsement #:	1	, effective:	October 1, 1999	
Attached to and formin	g part of	policy #: M0385		
Of the:	Ате	rican Home Assurance	Company	
Issued to:	Foss	Maritime Company, Et	Al	

BROAD FORM LIABILITY ENDORSEMENT

I. CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named Assured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
 - to bodily injury or property damage for which the Assured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
 - if the Assured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by the Assured, including:
 - the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and
 - supervisory, inspection or engineering services; (b)
 - if the indemnitee of the Assured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of:
 - the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications,
 - the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
 - to any obligation for which the Assured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
 - to bodily injury or property damage arising out of construction or demolition operations within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to side-track agreements.

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- (C) The following exclusions applicable to coverage a (bodily injury) and b (property damage) do not apply to this contractual liability coverage: (b), (c) (2), (d) and (e).
- (D) The following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the Assured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

- (A) The company will pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named Assured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the Assured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by the payment of judgments or settlements.
- (B) This insurance does not apply:
 - (1) to liability assumed by the Assured under any contract or agreement;
 - (2) to personal injury or advertising injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the Assured;
 - (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named Assured was made prior to the effective date of this insurance.
 - (4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the Assured with knowledge of the falsity thereof;
 - (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in the declarations of the policy as a named Assured;
 - (6) to advertising injury arising out of
 - failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or

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- (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
- incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising injury
 - to any Assured in the business of advertising, broadcasting, publishing or telecasting, or
 - (b) to any injury arising out of any act committed by the Assured with actual malice.

(C) Limit Of Liability

Regardless of the number of (1) Assureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in the schedule of the limit of liability as aggregate.

(D) Additional Definitions

"advertising injury" means injury arising out of an offense committed during the policy period occurring in the course of the named Assured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"personal injury" means injury arising out of one or more of the following offenses committed during the policy period:

- 1. false arrest, detention, imprisonment, or malicious prosecution;
- 2. wrongful entry or eviction or other invasion of the right of private occupancy;
- 3. a publication or utterance:
 - (a) of a libel or slander or other defamatory or disparaging material, or
 - (b) in violation of an individual's right of privacy;

except publications or utterance in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named Assured shall not be deemed personal injury.

III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named Assured is afforded coverage for bodily injury liability under this policy.

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This insurance does not apply:

- (A) to bodily injury:
 - (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (a) any automobile or aircraft owned or operated by or rented or loaned to any Assured, or
 - (b) any other automobile or aircraft operated by any person in the course of his employment by any Assured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any Assured;

- (2) arising out of
 - (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation of any such contest or activity, or
 - (b) the operation of any snowmobile or trailer designed for use therewith;
 - (i) owned or operated by or rented or loaned to any Assured, or
 - (ii) operated by any person in the course of his employment by any Assured;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (a) any watercraft owned or operated by or rented or loaned to any Assured, or
 - any other watercraft operated by any person in the course of his employment by any Assured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named Assured;
- (B) to bodily injury:
 - (1) included within the completed operations hazard or the products hazard;
 - (2) arising out of operations performed for the named Assured by independent contractors other than
 - (a) maintenance and repair of the insured premises, or
 - structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
 - (3) resulting from the selling, serving or giving of any alcoholic beverage:

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- (a) in violation of any statute, ordinance or regulation,
- (b) to a minor,
- (c) to a person under the influence of alcohol, or
- (d) which causes or contributes to the intoxication of any person, if the named Assured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named Assured is such an owner or lessor;
- (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

(C) to bodily injury:

- (1) to the named Assured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named Assured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;
- (6) if the named Assured is a club, to any member of the named Assured;
- if the named Assured is a hotel, motel, or tourist court, to any guest of the named Assured;
- (D) to any medical expense for services by the named Assured, any employee thereof or any person or organization under contract to the named Assured to provide such services.

Limit Of Liability

The limit of liability for premises medical payments coverage is \$5,000.00 each person unless otherwise stated in the schedule of the limit of liability. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under premises medical payments coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

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When more than one medical payments coverage is afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

Additional Definitions

When used herein:

"insured premises" means all premises owned by or rented to the named Assured with respect to which the named Assured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services

Additional Condition

Medical Reports; Proof And Payment Of Claim

As soon as practicable the injured person or someone on his behalf shall give the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the Assured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named Assured's business, provided the named Assured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE - REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named Assured, including fixtures permanently attached thereto, if such property damage arises out of fire

(A) All of the exclusions of the policy, other than nuclear energy liability exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the Assured under any contract or agreement.

- (B) The limit of property damage liability as respects This Fire Legal Liability Coverage Real Property is <u>\$50,000.00</u> each occurrence unless otherwise stated in the schedule of the limit of liability.
- (C) The Fire Legal Liability Coverage Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the Assured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage

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or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (INCLUDING COMPLETED OPERATIONS)

The insurance for property damage liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (o) are replaced by the following:
 - to property owned or occupied by or rented to the Assured, or, except with respect to
 the use of elevators, to property held by the Assured for sale or entrusted to the
 Assured for storage or safekeeping;
 - (2) except with respect to liability under a written sidetrack agreement or the use of elevators
 - to property while on the premises owned by or rented to the Assured for the purpose of having operations performed on such property by or on behalf of the Assured,
 - (b) to tools or equipment while being used by the Assured in performing his operations,
 - (c) to property in the custody of the Assured which is to be installed, erected or used in construction by the Assured,
 - (d) to that particular part of any property, not on premises owned by or rented to the Assured,
 - upon which operations are being performed by or on behalf of the Assured at the time of the property damage arising out of such operations, or
 - (ii) out of which any property damages arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the Assured;
 - (3) with respect to the completed operations hazard and with respect to any classification stated in the policy as "including completed operations", to property damage to work performed by the named Assured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- (B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the Assured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

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VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include incidental medical malpractice injury.

Incidental medical malpractice injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverage in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the Assured for first aid to others at the time of an accident and the "supplementary payments" provision and the "Assured's duties in the event of occurrence, claim or suit" condition are amended accordingly;
- (2) any Assured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under vii (a) and (b) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (UNDER 26 FEET IN LENGTH)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named Assured nor being used to carry persons or property for a charge.

Where the Assured is, irrespective of this contribute or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

4. Anywhere in the world with respect to bodily injury or property damage, personal injury or advertising injury arising out of the activities of any Assured permanently domiciled in the United States of America, though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

- (a) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (b) to premises medical payments coverage.

Foss Maritime Company, Et Al

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X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "persons insured", the following are added as Assureds:

- (A) spouse partnership if the named Assured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named Assured;
- (B) employee any employee (other than executive officers) of the named Assured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
 - to bodily injury or personal injury to another employee of the named Assured arising out of or in the course of his employment;
 - (2) to personal injury or advertising injury to the named Assured or, if the named Assured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
 - (3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named Assured, or by the named Assured or, if the named Assured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

XI. EXTENDED BODILY INJURY AND/OR PROPERTY DAMAGE COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the Assured which results in bodily injury and/or property damage, if such injury or damage arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE - NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word Assured shall include as named Assured any organization which is acquired or formed by the named Assured and over which the named Assured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an Assured under any other similar liability or indemnity policy or would be an Assured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named Assured.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREIN ABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON NOVEMBER 9, 1999

Foss Maritime Company, Et Al Policy No: M0385 Comprehensive Marine Liability
October 1, 1999/00

This endorsement	#:, effective:	October 1, 1999	
Attached to and fo	rming part of policy #: M0385	·	
Of the:	American Home Assurance C	Company	
Issued to:	Foss Maritime Company, Et	Al	

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement modifies the provisions of this policy relating to all general liability and medical payments insurance other than comprehensive personal and farmer's comprehensive personal insurance.

It is agreed that:

- I. This policy does not apply:
 - A. Under any liability coverage to bodily injury or property damage
 - (1) with respect to which an Assured under this policy is also an Assured under a nuclear energy liability policy issued by nuclear energy liability insurance association, mutual atomic energy liability underwriters or nuclear insurance association of Canada, or would be an Assured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the atomic energy act of 1954 or any law amendatory thereof, or (b) the Assured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any medical payments coverage, or under any supplementary payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 - Under any liability coverage to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - the nuclear material (a) is at any nuclear facility owned by or operated by or on behalf of an Assured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Assured: or
 - (3) the bodily injury or property damage arises out of the furnishing by an Assured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

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II. As used in this endorsement:

"hazardous properties" means radioactive, toxic or explosive properties;

"nuclear materials" means source material, special nuclear material or by-product material;

"source material", "special nuclear material" and "by-product material" have the meanings given them in the atomic energy act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (a) containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if any time the total amount of such material in the custody of the Assured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREIN ABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON NOVEMBER 9, 1999

Foss Maritime Company, Et Al Policy No: M0385

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Comprehensive Marine Liability October 1, 1999/00

This endorsement	#:, effective:	October 1, 1999	
Attached to and fo	rming part of policy #: M0385		
Of the:	American Home Assurance	Company	
Issued to:	Foss Maritime Company, Et	Al	

WASHINGTON STOP GAP ENDORSEMENT

In consideration of the premium herein provided, it is agreed that if, under any circumstances, it is determined that any employee of the Assured who is reported and declared under the workmen's/worker's compensation law or laws of the state of **Washington** is injured in the course of his employment, including death resulting therefrom, but is not entitled to receive the benefits provided by the aforementioned law, then this policy shall cover the legal liability of the Assured for such bodily injury or death.

The company's liability under this endorsement on account of bodily injury or death of one person, including damages for care and loss of services, is limited to the sum of \$as per policy declarations and, subject to the same limit for each person, the company's total liability for bodily injury or death as a result of one accident is limited to the sum of \$as per policy declarations.

The insurance granted by this endorsement shall not apply to:

- (a) bodily injury or death suffered or caused by any such person knowingly employed by the Assured in violation of any law as to age, or under the age of 14 years regardless of any such law;
- (b) bodily injury or death sustained by any employee whose remuneration has not been included in the total remuneration upon which premium for this endorsement is based;
- (c) aircraft operation or the performance of any duty in connection with aircraft while in flight;
- any premium, assessment, penalty, fine or other obligation imposed by any workmen's/workers' compensation law;
- (e) bodily injury or death sustained by a master or member of the crew of any vessel or by any employee of the Assured in the course of employment subject to the united states longshoremen's and harbor workers' compensation act or the federal employers' liability act;
- (f) any claim for bodily injury or death with respect to which the Assured is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment or any other failure to comply with the provisions of the workmen's/workers' compensation law or laws of the state mentioned above;
- (g) any claim for damages on account of any disease caused by or aggravated by periodic, frequent or continual exposure over a period of days, or weeks, months or longer to conditions in the course of employment, or any occupational disease.

It is further understood and agreed that the inclusion of this endorsement shall not operate to increase this company's total limits per occurrence or in the aggregate beyond those expressed in the policy declaration.

Foss Maritime Company, Et Al Policy No: M0385 Comprehensive Marine Liability October 1, 1999/00

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS. LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREIN ABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

NOVEMBER 9, 1999

Foss Maritime Company, Et Al Policy No: M0385

This endorsement	#:	effective:	October 1, 1999	
Attached to and fo	rming part of polic	y#: <u>M0385</u>		
Of the:	American	Home Assurance (Company	
Issued to:	Foss Marit	time Company, Et	Al	***************************************

EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT

Scheduled limits of liability

Sas per attached

each claim

Sas per attached

aggregate

I. EMPLOYEE BENEFITS LIABILITY COVERAGE

The company will pay on behalf of the Assured all sums in excess of the deductible amount which the Assured shall become legally obligated to pay as damages on account of any claim against the insured arising out of any negligent act or omission within the policy territory, in the administration of the named Assured's employee benefits programs, provided such claim is first made against the Assured during the period this insurance is in force and the Assured at the effective date of this insurance had no knowledge of or could not have reasonably foreseen any circumstances which might result in a claim or suit.

The company shall have the right and duty to defend any suit against the Assured seeking damages on account of such claim, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment, on account of one or more claims to which this insurance applies, of judgments or settlements or of sums described in the "supplementary payments" provision, or both.

Exclusions

- A. Any claim arising out of:
 - 1. bodily injury or property damage;
 - any dishonest, fraudulent, criminal or malicious act or out of libel, slander, discrimination or humiliation;
 - the failure of any investment or savings program to perform as represented by an insured;
 - 4. advice given by an Assured to an employee to participate or not to participate in any investment or savings program;

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- B. Any claim arising out of the failure of the Assured, or any assurer, fiduciary trustee or fiscal agent, to perform any of their obligations or to fulfill any of their guarantees with respect to:
 - 1. the payment of benefits under employee benefit programs; or
 - 2. the providing, handling or investment of funds related thereto.

II. LIMITS OF LIABILITY - DEDUCTIBLE

Regardless of the number of Assureds under this policy, or claims made or suits brought on account of alleged acts or omissions by an Assured, the company's liability is limited as follows:

With respect to this insurance, the limit of liability stated in the schedule as applicable to "each claim" is the total limit of the company's liability, including liability for all damages and for all costs, expenses and premiums for release of attachment or appeal bonds described in the "supplementary payments" provisions and incurred in accordance therewith, on account of each claim to which this insurance applies.

For the purpose of applying the limits of the company's liability, all damages claimed by one employee as the result of a series of acts or omissions shall be considered as comprising one claim.

The sum of \$50,000. Shall be deducted from the total amount of damages, exclusively of such costs, expenses and premiums, on account of each occurrence. All the terms of this insurance apply irrespective of the application of the deductible amount and the company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and, upon notification of the actions taken, the Assured shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

The limit of liability stated in the schedule as "aggregate" is, subject to the above provision respecting "each claim", the total limit of the company's liability, including liability for all damages and for all such costs, expenses and bond premiums incurred, on account of all claims to which this insurance applies.

III. ADDITIONAL DEFINITIONS

When use in reference to this insurance (including endorsements forming a part of this policy):

- A. "administration" means:
 - giving counsel to employees of the named Assured including the employee's
 dependents and beneficiaries with respect to eligibility in or scope of employee
 benefit programs available to such employee by virtue of his employment by the
 named Assured;
 - 2. handling of records in connection with employee benefit programs;
 - effecting or terminating enrollment of any employee of the named Assured under employee benefit programs;

provided all such acts are authorized by the named Assured.

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B. "employee benefit programs" means a formal program or programs of employee benefits maintained in connection with the business or operations of the named Assured covered by the bodily injury or property damage liability coverages in this policy, such as but not limited to group life insurance, group accident & health insurance, pension plans, employee stock subscription plans, workers compensation, unemployment insurance, social security and disability benefits.

IV. CONDITIONS

- All of the conditions of this policy apply to this insurance except "financial responsibility laws" and "other insurance".
- B. Excess insurance: this insurance shall be excess insurance over any other valid and collectible insurance available to the Assured.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREIN ABOVE SET FORTH.

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

NOVEMBER 9, 1999

Foss Maritime Company, Et Al

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Comprehensive Marine Liability October 1, 1999/00

This endorsement f	: 5 , effective:	October 1, 1999	
Attached to and for	ming part of policy #: M0385		·
Of the:	American Home Assurance	Company	
Issued to:	Foss Maritime Company, Et	Al	

POLLUTION LIMITATION ENDORSEMENT (SUDDEN & ACCIDENTAL BASIS)

Notwithstanding any other provision of this policy or of any underlying insurance, this policy of insurance is not evidence of financial responsibility under the oil pollution act of 1990 or any similar federal or state laws. Any showing or offering of this policy by the Assured as evidence of insurance shall not be taken as any indication that the underwriters consent to act as guarantor or to be sued directly in any jurisdiction whatsoever. THE UNDERWRITERS DO NOT CONSENT TO BE GUARANTORS OR SUED DIRECTLY.

Such coverage as is afforded by this policy shall not apply to any claim arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, oil or other petroleum substance or derivative (including any oil refuse or oil mixed wastes) or other irritants, contaminants or pollutants into or upon land, the atmosphere, or any watercourse or body of water.

This exclusion shall not apply, however, provided that the Assured establishes that all of the following conditions have been met:

- (A) the discharge, dispersal, release or escape was accidental and was neither expected nor intended by the Assured. A discharge, dispersal, release or escape shall not be considered unintended or unexpected unless caused by some intervening event neither foreseeable nor intended by the Assured
- (B) the discharge, dispersal, release or escape can be identified as commencing at a specific time and date during the term of this policy.
- (C) the discharge, dispersal, release or escape became known to the Assured within 72 hours after its commencement.
- (D) the discharge, dispersal, release or escape was reported in writing to these underwriters within 30 days after having become known to the Assured.
- (E) the discharge, dispersal, release or escape did not result from the Assured's intentional and willful violation of any government statute, rule or regulation.

Nothing contained in this endorsement shall operate to provide any coverage with respect to:

- (1) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by subsurface operations of the Assured;
- (2) removal of, loss of or damage to subsurface oil, gas or any other substance;
- fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- (4) any site or location used in whole or in part for the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances or the transportation of any waste materials or substances.

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NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREIN ABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

NOVEMBER 9, 1999

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Comprehensive Marine Liability October 1, 1999/00

This endorsement #:	6	, effective:	October 1, 1999	
Attached to and forming	g part of	policy #: M0385		
Of the:	Ame	rican Home Assurance	Company	
Issued to:	Foss	Maritime Company, E	t Al	

ALASKA DEPARTMENT OF COMMERCE AND ECONOMIC DEVELOPMENT DIVISION OF INSURANCE ATTORNEY FEES COVERAGE

This policy limits coverage for attorney fees under Alaska Rule Of Civil Procedure 82

"applicable only to lawsuits filed in Alaska state courts"

In any suit in Alaska in which we have a right or duty to defend an Assured within the limits of liability, or in which we have neither a right nor a duty to provide a defense but we have agreed to indemnify an Assured for costs of defense within the limits of liability, our obligation under the applicable coverage to pay attorney fees taxable as costs against the Assured is limited as follows:

Alaska rule of civil procedure 82 provides that if you are held liable, some or all of the attorney fees of the person making a claim against you must be paid by you. The amount that must be paid by you is determined by Alaska rule of civil procedure 82. We provide coverage for attorney fees for which you are liable under Alaska rule of civil procedure 82 subject to the following limitation:

If the limit of liability of the applicable coverage is \$1,000,000 or more, we will not pay or indemnify you for any combination of judgment or claim settlement and attorney fees under Alaska rule of civil procedure 82 that exceeds the limits of liability of the applicable

If the limit of liability of the applicable is less than \$1,000,000, we will not pay more than the greater of

- (1) that portion of any attorney's fees that is calculated by applying the schedule for contested cases in Alaska rule of civil procedure 82(b)(1) to the limit of liability of the applicable coverage; or
- **(2)** \$10,000.

This limitation means the potential costs that may be awarded against you as attorney fees may not be covered in full. You will have to pay any attorney fees not covered directly.

Example 1:

The attorney fees provided by the schedule for contested cases in Alaska rule of civil procedure 82(b)(1)

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20% of the first \$25,000 of a judgment; 10% of the amounts over \$25,000 of a judgment.

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Therefore, if a court awards a judgment against you in the amount of \$1,250,000., In addition to that amount you would be liable for attorney fees of \$127,500. Under Alaska rule of civil procedure 82(b)(1), calculated as follows:

20% of \$25,000. 10% of \$1,225,000. \$5,000 \$122,500

Total award \$1,250,000.

Total attorney fees \$127,500.

If the limit of liability of the applicable coverage is \$1,000,000, We would pay \$1,000,000 of the \$1,250,000 award less the costs incurred defending you, or we would indemnify you for \$1,000,000 of the total of the \$1,250,000 award and your costs of defense, but we would not pay or indemnify you for any of the attorney fees under Alaska rule of civil procedure 82(b)(1).

You would be liable to pay, directly and without our assistance, the remaining judgment in excess of the remaining policy limit plus the \$127,500 attorney fees under Alaska rule of civil procedure 82.

Example 2:

The attorney fees provided by the schedule for contested cases under Alaska rule of civil procedure 82(b)(1) are:

20% of the first \$25,000 of a judgment; 10% of the amount over \$25,000 of a judgment.

Therefore, if a court awards a judgment against you in the amount of \$650,000., In addition to that amount you would be liable under Alaska rule of civil procedure 82(b)(1) for attorney fees of \$67,500., Calculated as follows:

20% of \$25,000 10% of \$625,000

\$5,000 \$62,500

Total award \$650,000

Total attorney fees \$67,500

If the limit of liability of the applicable coverage is \$500,000., We would pay \$500,000 of the \$650,000 award less the costs incurred defending you, or we would indemnify you for \$500,000 of the total of the \$650,000 award and your costs of defense, and we would pay or indemnify you for \$52,500 of the attorney fees under Alaska rule of civil procedure 82(b)(1), calculated as follows:

20% of \$25,000 10% of \$475,000 \$5,000 \$47,500

Total limit of Liability \$500,000 total attorney fees Covered \$52,500

You would be liable to pay, directly and without our assistance, the judgment in excess of the remaining policy limit plus the remaining \$15,000 for attorney fees under Alaska rule 82 not covered by this policy.

Foss Maritime Company, Et Al

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Example 3:

The attorney fees provided by the schedule for contested cases in Alaska Rule Of Civil Procedure 82(b)(1) are:

20% of the first \$25,000 of a judgment; 10% of the amounts over \$25,000 of a judgment.

Therefore, if a court enters a judgment against you in the amount of \$500,000, in addition to that amount you would be liable for attorney fees of \$52,500 under Alaska rule of civil procedure 82(b)(1), calculated as follows:

20% of \$25,000

\$5,000

10% of \$475,000

\$47,500

Total award \$500,000

Total attorney fees \$52,500

If the limit of liability of the applicable coverage is \$50,000, we would pay \$50,000 of the \$500,000 award less the costs incurred defending you, or we would indemnify you for \$50,000 of the total of the \$500,000 award and your costs of defense, and we would pay or indemnify you for \$10,000 of the attorney fees under Alaska rule of civil procedure 82(b)(1), calculated as follows:

20% of \$25,000

\$5,000

10% of \$25,000

\$2,500

minimum limit: \$10,000

Total limit

total attorney fees

Of liability \$50,000

Covered \$10,000

You would be liable to pay, directly and without our assistance, the judgment in excess of the remaining policy limit plus the remaining \$42,500 for attorney fees under Alaska rule of civil procedure 82 not covered by this policy.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREIN ABOVE SET FORTH.

AUTHORIZED SIGNATÚRE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

NOVEMBER 9, 1999

Page 45

Foss Maritime Company, Et Al Policy No: M0385

Comprehensive Marine Liability October 1, 1999/00

This endorsement	t #: 7 , effective: October 1, 1999
Attached to and f	orming part of policy #: M0385
Of the:	American Home Assurance Company
Issued to:	Foss Maritime Company, Et Al
Effective from in that the "bodily is and replaced by t	nception and in consideration of the premium charged, it is hereby understood and agreed njury" definition contained in the policy "definitions" on page 10 of this policy is deleted the following:
Α.	bodily injury, sickness or disease sustained by a person, and also includes mental anguish or emotional distress provided such mental anguish or emotional distress results from any of these; and
В.	death resulting from bodily injury, sickness or disease.
	EIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY S, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREIN ABOVE SET
	AUTHORIZED SIGNATURE

Foss Maritime Company, Et Al Policy No: M0385 Comprehensive Marine Liability October 1, 1999/00

SEATTLE, WASHINGTON

NOVEMBER 9, 1999

AMERICAN INTERNATIONAL MARINE AGENCY

This endorsement #: 8	, effective: October 1, 1999
Attached to and forming part of pol	icy #: M0385
	n Home Assurance Company
Issued to: Foss Man	ritime Company, Et Al
any liability of Sea Coast Towing,	the Insured and expenses as provided by this policy will not apply to admitted or adjudged, for which valid and collectable insurance is a Liability policy number SE99LIA8186/81 issued by Navigators surance Services.
NOTING HEDDEN CONTAINED	
	O SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY ONDITIONS OF THE POLICY EXCEPT AS HEREIN ABOVE SET
	AUTHORIZED SIGNATURE AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

Foss Maritime Company, Et Al Policy No: M0385 Comprehensive Marine Liability October 1, 1999/00

NOVEMBER 9, 1999

This end	orsement	#: 9 , effective: October 1, 1999
Attached	l to and f	orming part of policy #: M0385
Of the:_		American Home Assurance Company
Issued to	o:	Foss Maritime Company, Et Al
		ELECTRONIC DATE RECOGNITION CLAUSE
		cludes loss, damage, liability or expense arising from or in any way connected, whether ctly, with:
1.	system e	nal or anticipated failure or inability of any computer or electronic device or component or or embedded programming or software, whether or not belonging to or in the possession irect assured
	A.	Correctly and unambiguously to assign any date to the correct day, week, year or century:
	B.	Correctly to recognize or compute any date which is or is intended to be beyond December 1998;
	C.	To continue to operate as it would have done had its current date, the true date and any other date relevant to any function being carried out by it been prior to 1 January 1999.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED.

Any measure taken with the intention of averting or minimizing any of the above.

The use of any arbitrary, ambiguous or incompletely defined date in any data, software or

AUTHORIZED SIGNATURE AMERICAN INTERNATIONAL MARINE **AGENCY** SEATTLE, WASHINGTON

NOVEMBER 9, 1999

Foss Maritime Company, Et Al Policy No: M0385

2.

3.

embedded programming.

Comprehensive Marine Liability October 1, 1999/00

Page 48

This endorsement	#: 10 , effective:	October 1, 1999	
Attached to and fo	rming part of policy #: M03	85	
Of the:	American Home Assur	rance Company	
Issued to:	Foss Maritime Compai	ny, Et Al	

It is mutually understood and agreed that the deposit premium found in clause #10 of the Special Conditions and Warranties is amended to \$84,011.00. The Minimum Premium remains \$80,0000.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREIN ABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON

DECEMBER 16, 1999



This Endorsemen	t#:, Effective:	NOVEMBER 11, 1999	
Attached To And	Forming Part Of Policy #:	M0385	
Of The:	AMERICAN HOME AS	SSURANCE COMPANY	_,
Issued To:	Foss Maritime Company	y	

It is understood and agreed that effective November 11, 1999, at the time of purchase and in consideration of an additional premium to be agreed, Moana Pa'akai, Inc. dba Hawaiian Tug & Barge Company and Young Brothers Limited is added to this policy, subject to all it's terms and conditions.

It is further understood and agreed, that effective with the above purchase of Moana Pa'akai, Inc., and in consideration of the premium charged, chassis liability insurance, per the conditions of the attached form is added to this policy for the account of Moana Pa'akai, Inc. operations only, until coverage is placed in the Hawaiian auto market, or December 11, 1999, whichever shall first occur.

SHIPPER'S INTERMODAL CONTINGENT AND EXCESS LIABILITY

The words WE, US and OUR refer to the American Home Assurance Company. The words YOU and YOUR means the entity named in the Special Conditions and Warranties, as Named Assured.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations made a part hereof and subject to the limits of liability, exclusions, conditions and other terms of this policy, WE agree with YOU as follows:

COVERAGE A-SHIPPER'S CONTINGENT LIABILITY COVERAGE

I. COVERAGE

WE will pay all sums YOU must pay as compensatory damages (excluding all fines, penalties, punitive or exemplary damages) because of BODILY INJURY or PROPERTY DAMAGE to which this insurance applies caused by an ACCIDENT involving CHASSIS that you own or lease from others, up to the limit of liability stated in the Declarations for this coverage, but only when:

- 1. YOU have exercised DUE DILIGENCE; and
- the Underlying Insurance (as described in this Coverage A section, III C) covering YOU, as required, is not available to YOU; and
- 3. there is no other valid and collectible insurance policy available to YOU, whether primary, excess or contingent which:
 - a) is sufficient to cover YOUR liability under the ACCIDENT; and
 - b) has liability coverage limits at least equal to those set forth in the Declarations;
- all other valid and collectible insurance available to YOU, whether primary, excess or contingent has been exhausted by payment of judgments or settlements; and

WE will defend YOU in a lawsuit seeking compensatory damages for claimed BODILY INJURY or PROPERTY DAMAGE payable under Coverage A. WE will provide this defense even if any



of the things the suit claims to be true are groundless, false or fraudulent. WE have the right to choose the defense attorneys and WE will pay for their fees. If WE think it best, in OUR sole discretion, WE have the right to investigate and settle any such claim or suit.

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II. SUPPLEMENTARY PAYMENTS

Subject always to the policy's limits of liability, WE will pay expenses WE incur in defending YOU against any covered claim or suit. WE will also pay all court costs charged to YOU in a suit WE defend.

Also, WE will pay interest on the full amount of any judgment after the judgment is entered. This obligation will cease when WE pay the amount of the judgment for which WE are liable under this Coverage A.

WE will pay premiums on required appeal bonds in suits WE defend. WE will also pay premiums on bonds to release attachments up to a maximum amount. This maximum amount is the premium on a bond whose face amount is not more than the limits of liability under this Coverage A.

III. CONDITIONS

The insurance provided by this policy for Coverage A is subject to the following conditions:

A. YOUR DUTIES AFTER LOSS

In the event an ACCIDENT or loss is likely to involve this policy, written notice shall be given to US at once. The notice must contain:

- 1. Information sufficient to identify YOU; and
- Information on the time, place and circumstances of the ACCIDENT or loss as far as can be learned; and
- 3. The names and addresses of injured persons and available witnesses.

B. NOTICE OF CLAIM

YOU must notify US immediately if a claim is made against YOU to which this coverage applies. Every demand, notice or document received by YOU must be sent US immediately.

C. UNDERLYING INSURANCE

YOU shall exercise DUE DILIGENCE to make sure that the Underlying Insurance is maintained in full force and affect during the entire policy period of this policy.

UNDERLYING INSURANCE is defined as any and all policies of liability insurance purchased by a USER/HAULER as a requirement under an interchange agreement; and

Any and all policies of liability insurance purchased by or on behalf of each USER/HAULER naming the NAMED INSURED, as an additional insured or additional Named Insured with limits of liability of at least:

\$1,000,000 Bodily Injury Liability and Property Damage Liability Combined

D. OTHER INSURANCE

OUR limits of liability under this coverage are as stated in the Declarations. This coverage shall be excess over any other valid and collectible insurance available to YOU whether such insurance is primary, excess or contingent. OUR liability to YOU under this coverage shall not begin until all other such insurance has been exhausted by payments of judgements or settlements.

E. RECORDS

YOU shall keep a complete record of all.

- 1. CHASSIS that you own or lease from others; and
- 2. transportation contracts; and
- CERTIFICATES OF INSURANCE for CHASSIS that you own or lease from others subject to this coverage; and
- Documentation and correspondence relating to each CERTIFICATE OF INSURANCE and each transportation contract.

WE have the right to audit YOUR books and records during the policy period and up to three years after it ends, as far as they relate to Coverage A, and YOUR premium for it. If WE request it, YOU will promptly provide us with:

- 1. equipment listing for CHASSIS that you own or lease from others, including those added during the policy period;
- 2. shipping records for CHASSIS that you own or lease from others; and
- 3. correspondence with USER/HAULERS as to their status as a party to an interchange agreement or as to underlying insurance.

COVERAGE B-SHIPPER"S EXCESS LIABILITY COVERAGE

I. COVERAGE

WE will pay all sums YOU must pay as compensatory damages (excluding all fines, penalties, punitive or exemplary damages) because of BODILY INJURY or PROPERTY DAMAGE to which this insurance applies caused by an ACCIDENT which would have been covered under all of the terms of the Underlying Insurance (herein called Underlying Insurance), but OUR obligation hereunder applies only to the ULTIMATE NET LOSS in excess of such Underlying Insurance, and is subject to the limits of liability for this coverage stated in the Declarations. An ACCIDENT shall not be deemed to be "not covered" under the Underlying Insurance if the reason for unavailability of Underlying Insurance is due to the receivership, insolvency, or inability to pay of the underlying insurer.

II. CONDITIONS

The insurance provided by this policy for Coverage B is subject is subject to the following conditions:

A. MAINTENANCE OF UNDERLYING INSURANCE

YOU shall exercise DUE DILIGENCE to make sure that there is maintained Underlying Insurance in full force and effect during the entire period of this policy except for reduction of any aggregate limit of liability because of loss payments resulting from any ACCIDENT which takes place during the period of this policy. If the Underlying Insurance terminates, is uncollectible or has decreases limits, this will not void coverage hereunder; provided, however, WE will pay under this coverage as though YOUR Underlying Insurance was in force, collectible, and with the limits of \$1,000,000 Bodily Injury and Property Damage Liability combined.

B. ATTACHEMENT OF LIABILITY

Liability under this coverage shall not attach until the Underlying Insurance has been exhausted by payment of judgments or settlements and YOU have paid, or have become legally obligated to pay, the ULTIMATTE NET LOSS in excess of such Underlying Insurance.

C. APPLICATION OF UNDERLYING INSURANCE

Except with respect to: premium; limit(s) of liability; any obligation to investigate or defend any claim or suit; any obligation to renew; the notice of occurrence, claim or suit provision; any other provision of the Underlying Insurance inconsistent with this policythe provisions of Underlying Insurance are hereby incorporated into this policy. Subject to the above, the insurance afforded by this Coverage B for injury to or destruction of property, including the loss of use of such property, shall only apply to injury to or destruction of tangible property.

D. NOTICE OF ACCIDENT OR LOSS

Whenever it appears that an ACCIDENT or loss is likely to involve this coverage, written notice thereof shall be given to US as soon as practicable.

E. APPEALS

If YOU or any underlying insurer elects not to appeal a judgment in excess of the Underlying Insurance, WE may elect to appeal such judgment at OUR own expense, but in no event shall OUR liability for the ULTIMATE NET LOSS exceed this policy's limit of liability.

COVERAGE C-COVERAGE FOR CHASSIS NOT ASSIGNED

It is agreed that such coverage as is provided by this endorsement also applies to CHASSIS: 1) YOU own or lease from others, prior to intended release to a USER/HAULER or 2) returned to YOU after use by a USER/HAULER, while such CHASSIS are being prepared for reassignment. However, this does not include CHASSIS which YOU own or lease from others, that are assigned to a specific person, organization, company or employee for their regular use.

OUR defense obligation under Coverage A will apply to Coverage C, as well, only if and to the extent that Coverage B does not apply to the ACCIDENT. If Coverage B does apply to the ACCIDENT, OUR right and lack of obligation with respect to defense and control of any claim, as provided in the second paragraph of Condition 4 of this endorsement, shall apply to this Coverage C.

EXCLUSIONS APPLICABLE TO ALL COVERAGES

This endorsement does not apply to:

- 1. any liability YOU assume under any contract or agreement:or
- any USER/HAULER, its servants, agents or employees or those using the CHASSIS with or
 without the permission of the USER/HAULER, or persons alleged to be legally responsible for the
 use of the CHASSIS;
- any liability arising out of "No Fault", Uninsured/Underinsured Motorist or Personal Injury Protection laws or similar motor vehicle insurance laws; or
- 4. A. BODILY INJURY or PROPERTY DAMAGE which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
 - B. Any loss, cost or expense arising out of any:
 - request, demand or order that YOU or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess, the effects of pollutants; or
 - (ii) claim or "suit" by or on behalf of a governmental authority for damages because testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing, the effects of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Provided however, that this exclusion 4 does not apply to BODILY INJURY or PROPERTY DAMAGE caused by upset or collision of a motor vehicle; or

- 5. A. any liability for BODILY INJURY or PROPERTY DAMAGE, sickness, disease, occupational disease, disability, shock, death, mental anguish and mental injury at any time arising out of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust; or
 - B. any obligation YOU have to indemnify any party because of damages arising out of BODILY INJURY or PROPERTY DAMAGE, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury at anytime arising out of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
 - C. any obligation to defend any suit because of any claim against YOU and seeking damages, if such suit or claim arises out of BODILY INJURY or PROPERTY DAMAGE resulting from or contributed to, by the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or

6. any liability arising out of the PRODUCTS OR COMPLETED OPERATIONS HAZARDS nor to any liability assumed by any Insured under any contract or agreement pertaining to such products or completed operations; or

,还是在,"这个是一种的最高的变形,我们还是不够的。"这是一样的一个一个一个一个的最高的。这是一个人的最后,我们就是这种的,这是一个是一个人的人的人的人,这一个

- any obligation under a workers compensation, disability benefits or unemployment compensation law or any similar law, whether of any state or federal, including but not limited to the Jones Act, the Federal Employers' Liability Act and the Longshore and Harbor Workers' Compensation Act; or
- 8. BODILY INJURY to:
 - (a) any of YOUR EMPLOYEES arising out of and in the course of:
 - (i) employment by YOU; or
 - (ii) performing duties relating to the conduct of YOUR business; or
 - (b) the spouse, child, parent, brother or sister of that EMPLOYEE as a consequence of paragraph (a) above.

This exclusion applies:

- (i) whether YOU may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of the injury.

DEFINITIONS

When used in this endorsement (including endorsements forming a part thereof):

- ACCIDENT means a sudden event or continuous or repeated exposure to substantially the same general harmful conditions which results in BODILY INJURY or PROPERTY DAMAGE which YOU neither expected not intended.
- BODILY INJURY means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- CERTIFICATE OF INSURANCE means written proof of the insurance which is required by YOU from a USER/HAULER and is given by the USER/HAULER's insurance agent or company.
- CHASSIS means a trailer exclusively designed for the transport of shipping containers. CHASSIS
 does not include a semi-trailer nor does CHASSIS include a tractor.
- 5. DUE DILIGENCE means:
 - A. Before YOU release a CHASSIS to a USER/HAULER, YOU must endeavor to obtain from the USER/HAULER:
 - 1. a CERTIFICATE OF INSURANCE; or

- a Binder issued by or on behalf of an insurer conforming to the insurance you require from a USER/HAULER; or
- 3. written confirmation of membership in an interchange association that requires:
 - the USER/HAULER to maintain Underlying Insurance as required by this endorsement;
 - b. that YOU are an insured on that policy; and

Orgágición de Lori de presente de contratamenta en exemples de seguinas de la consentación de la contratamenta de contratamenta de la contratamenta del contratamenta del contratamenta de la contratamenta del contratamenta del contratamenta de la contratamenta de la contratamenta del cont

- YOU or the interchange association will be given at least thirty (30) days prior written notice of cancellation of that policy; and
- B. If YOU obtain written confirmation of insurance signed by the USER/HAULER, YOU must also obtain the actual CERTIFICATE OF INSURANCE within a reasonable period of time not to exceed thirty (30) days after release of CHASSIS to that USER/HAULER; and
- C. When YOU obtain a Binder of insurance, YOU must obtain the actual CERTIFICATE OF INSURANCE within a reasonable period of time not to exceed forty five (45) days after release of CHASSIS to the USER/HAULER, or the end of the coverage period indicated in the Binder of insurance, whichever is sooner; and
- D. If the USER/HAULER's policy terminated for any reason, YOU must, unless contrary to law, promptly repossess the CHASSIS, or start legal proceedings for its repossession.
- E. Monthly interchange association membership lists, once secured, will be referenced to YOUR current list of USER HAULERS, any USER/HAULER unlisted will cease to be used or will be required to furnish a CERTIFICATE OF INSURANCE or a binder of insurance and abide by the above described requirements of DUE DILIGENCE.
- EMPLOYEE includes a LEASED WORKER. EMPLOYEE does not include a TEMPORARY WORKER.
- 7. LEASED WORKER means a person leased to YOU by a labor-leasing firm under an agreement between YOU and the labor-leasing firm, to perform duties related to the conduct of YOUR business. LEASED WORKERS does not include a TEMPORARY WORKER.
- 8. PRODUCTS OR COMPLETED OPERATIONS HAZARDS means:
 - (a) all BODILY INJURY and PROPERTY DAMAGE occurring away from premises YOU own or rent arising out of YOUR PRODUCT or YOUR WORK except:
 - 1. Products that are still in YOUR physical possession; or
 - Work that has not yet been completed or abandoned.
 - (b) YOUR WORK will be deemed completed at the earliest of the following times:
 - 1. When all of the work called for in YOUR contract has been completed
 - When all the work to be done at the site has been completed if YOUR contract calls for work at more than one site.

- When that part of the work done at a job site has been put to its intended use by
 any person or organization other than another contractor or subcontractor
 working on the same project.
 Work that may need service, maintenance, correction, repair or replacement, but
 which is otherwise complete, will be treated as completed.
- (c) This hazard does not include BODILY INJURY OR PROPERTY DAMAGE arising out of
 - The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the loading or unloading of it; or
 - 2. The existence of tools, uninstalled equipment or abandoned or unused materials.
- 9. PROPERTY DAMAGE means damage to or loss of tangible property.
- 10. TEMPORARY WORKER means a person who is furnished to YOU to substitute for a permanent EMPLOYEE on leave or to meet seasonal or short-term workload conditions.
- 11. ULTIMATE NET LOSS means all sums YOU are legally obligated to pay as compensatory damages in settlement or satisfaction of claims or judgments for which insurance is afforded by this policy, after proper deduction for all recoveries or salvage.
- 12. USHER/HAULER means a transportation entity, such as a trucker, that receives a CHASSIS from YOU for transport to a destination. Refer to GENERAL CONDITION-"TERRITORY".
- 13. YOUR PRODUCT means:
 - Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - 1. YOU;
 - 2. Others trading under YOUR name; or
 - 3. A person or organization whose business or assets YOU have acquired; and
 - containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

YOUR PRODUCT includes:

- a. Warranties or representations made at any time with respect to the fitness, quality durability, performance or use of YOUR PRODUCT; and
- b. The providing of or failure to provide warnings or instructions.

YOUR PRODUCT does not include vending machines or other property rented to or located for the use of others but not sold.

- 14. YOUR WORK means:
 - a. Work or operations performed by YOU or on YOUR behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

(17.7) (2.5%) (3.5%)

YOUR WORK includes:

- Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of YOUR WORK; and
- b. The providing of or failure to provide warnings or instructions.

GENERAL CONDITIONS APPLICABLE TO COVERAGE A, B. AND C.

1. PREMIUM included

The Premium stated in ITEM V. of the Declarations is based on the exposures YOU told US YOU would have when this policy began. WE will compute the final premium due when WE determine YOUR actual exposure for the Audit Period subject to the Minimum Annual Premium stated in that ITEM. The premium YOU paid will be credited against the final premium due. If the final premium is more than the Minimum Annual Premium, WE will bill YOU for prompt payment of the amount by which the final premium exceeds the amount of Minimum Annual Premium. YOU must maintain records of such information as is necessary for premium computation and send copies of such records to US at the end of the policy period and at such times during the policy period as WE direct in writing to YOU.

2. POLICY PERIOD

This policy applies only to ACCIDENTS occurring during the Policy Period shown in the Declarations.

3. SUBROGATION

If WE make any payments under this policy, WE are entitled to recover what WE paid from other parties legally responsible for the loss. YOU must transfer to US YOUR rights of recovery against such other party. YOU must do everything to secure these rights and must do nothing that would jeopardize them.

4. LIMIT OF LIABILITY

OUR limits of liability for the coverages of this policy are stated in the Declarations. The combined limit set forth is the most WE will pay under any one or all of the coverages of this policy combined for any one ACCIDENT.

WE shall have the right and opportunity but not the duty to associate with YOU and any other insurer in the defense and control of any claim or proceeding arising out of an ACCIDENT reasonably likely to involve US. In such event YOU and WE shall cooperate fully and OUR cost will be borne by US.

5. DEDUCTIBLE

OUR obligation under BODILY INJURY and PROPERTY DAMAGE to pay ULTIMATE NET LOSS applies only to the ULTIMATE NET LOSS in excess of the deductible amount stated in the Declarations, and the limit of liability shown in this endorsement shall be reduced by the amount

of such deductible. The deductible amount applies as a result of any one ACCIDENT, regardless of the number of persons or organizations who sustain damages because of that ACCIDENT. The terms of this endorsement, including those with respect to OUR rights and duties with respect to the defense of suits and OUR duties in the event of an ACCIDENT apply irrespective of the application of the deductible amount. WE may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, YOU will promptly reimburse US for such part of the deductible amount as has been paid by US.

6. CANCELLATION

Per Policy Declarations

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7. DECLARATIONS

By acceptance of this policy YOU agree that the statements in the Declarations and in any subsequent notice relating to the Underlying Insurance are YOUR agreements and representations and are true; and that this policy is issued and continued in reliance upon the truth of such representations and that this policy embodies all agreements between YOU and US relating to this insurance.

8. FINANCIAL RESPONSIBILITY

If required by a governmental entity (as a consequence of compulsory insurance or other similar laws), WE will undertake to provide YOU with certificate of insurance, financial responsibility filing or other necessary proof of insurance, sufficient to meet the minimum limit requirements, not to exceed \$1,000,000 each ACCIDENT. To the extent this may require inclusion of "No Fault", Uninsured/Underinsured Motorist" or "Personal Injury Protection" coverage, such coverage will be included, subject to a \$1,000,000 each ACCIDENT limit.

9. TERRITORY

The Coverage(s) provided by this policy apply only to ACCIDENTS which take place in the United States of America and Canada.

10. ARBITRATION

In the event of a disagreement as to the interpretation of this endorsement, it is mutually agreed that such dispute shall be submitted to binding arbitration before a panel of three (3) Arbitrators consisting of two (2) party-nominated (non-impartial) Arbitrators and a third (impartial) Arbitrator (hereinafter "umpire") as the sole and exclusive remedy. The party desiring arbitration of a dispute shall notify the other party, said notice including the name, address and occupation of the Arbitrator nominated by the demanding party. The other party shall, within 30 days following receipt of the demand, notify in writing the demanding party of the name, address and occupation of the Arbitrator nominated by it. The two (2) Arbitrators so selected shall, within 30 days of the appointment of the second Arbitrator, select an umpire. If the Arbitrators are unable to agree upon an umpire, each Arbitrator shall submit to the other Arbitrator a list of three (3) proposed individuals, from which list each Arbitrator shall choose one (1) individual. The names of the two (2) individuals so chosen shall be subject to a draw, whereby the individual drawn shall serve as umpire.

The parties shall submit their cases to the panel by written and oral evidence at a hearing time and place selected by the umpire. Said hearings shall be held within 30 says of the selection of the umpire. The panel shall be relieved of all judicial formality, shall not be obligated to adhere to the

strict rules of law or of evidence, shall seek to enforce the intent of the parties hereto and may refer to, but are not limited to, relevant legal principles. The decision of at least two (2) of the three (3) panel members shall be binding and final and not subject to appeal except for grounds of fraud and gross misconduct by the Arbitrators. The award will be issued within 30 days of the close of the hearings. Each party shall bear the expenses of its designated Arbitrator and shall jointly and equally share with the other expense of the umpire and of the arbitration.

The procedural rules applicable to this arbitration shall, except as provided otherwise herein, be in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREIN ABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON JANUARY 10, 2000

This endorseme	nt #:12	, effective:	December 2, 1999	
Attached to and	forming part	of policy #:N	10385	
Of the:	Americ	an Home Assura	nce Company	
Issued to:	Foss M	aritime Company	y, Et Al	

It is understood and agreed that effective December 2, 1999, Endorsement number 9, "Electronic Date Recognition Clause" is amended to apply to the newly acquired Moana Pa'akai Inc. dba Hawaiian Tug & Barge Company and Young Brothers Limited and all it's subsidiary and affiliated companies covered by this policy only, and not to the pre-existing Named Assureds under this policy.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREIN ABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON DECEMBER 28, 1999

ORIGINAL

This Endorsement #:	13 , Effective:	JANUARY 5, 2000	_	
Attached To And Form	ing Part Of Policy #:	M0385	_	
Of The:	AMERICAN HOME AS	SURANCE COMPANY	_	
Issued To: Foss Maritime Company				
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		nderstood and agreed this policy's Fire Legal ns, page 1, is increased from \$50,000.00 to		

AND REPORT OF THE PARTY OF THE

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR CHANGE ANY OF THE TERMS, LIMITS OR CONDITIONS OF THE POLICY EXCEPT AS HEREIN ABOVE SET FORTH.

AUTHORIZED SIGNATURE

AMERICAN INTERNATIONAL MARINE AGENCY SEATTLE, WASHINGTON JANUARY 10, 2000



RENEWS

CANCELS & REWRITES 418-3663

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Philadelphia, Pa.

C. V. STARR & CO.

UNDERWRITING MANAGERS

SAN FRANCISCO

LOS ANGELES

THE INSURANCE CO. OF THE STATE OF PENNSYLVANIA A STOCK COMPANY, HEREINAFTER CALLED THE COMPANY IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM AND OF THE STATEMENTS CONTAINED IN THE DECLARATIONS AND SUBJECT TO THE LIMITAGE LIABILITY, EXCLUSIONS, CONDITIONS AND OTHER TERMS OF THIS POLICY DOES HEREBY INSURE

AMOUNT RATE PREMIUM > ASSURED DILLINGUAM CORPORATION
\$1,000,000 SAS PER AS PER DECLARATIONS
S INSTALLMENT
BIDT. #1
ADDRESS HONOLULU HAVATI
A Alexandry Market 1
Policy Period from MED. 16, 1970 TO CAME 2, 1974
both days at 12:01 A.M. (Standard Time) at the Idlation(Strot
tifle risk(s) insured and in accord with the terms and conditions of
form(s) attached
Total S Amount \$1 MILLION EXCESS OF UNDERLYING
CANAGE EXCESS LIABILITY AS PER FORM ATTACHED
TO An
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Lo symbolishing provisions and stipulations and those hereinafter stated, which are nereby made a symbolishing, and agreements as may be added hereto, as provided in this Policy.

This Policy, together with such a little with such as a segments as may be added hereto, as provided in this Policy.

Unless otherwise provided the segment of the concelled on the customery short rate basis by the Assured at any time by written notice or by surrender of this Policy to the segment of the s

Not withstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is understood and egreed that whenever an additional or return premium of \$2.00 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will not be made, as the case may be.

In Witness Whersel, the Company has caused this Policy to be executed and attested, but this Policy shall not be velid unless countersigned by duly authorized representative of the Company.

HN/da Countersigned MARCH 10, 1970

TOP (FFY 171766)

PROTECTED MATERIAL Subject To Protective Order

SWS KSS CANCELS & REWRITES

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The Insurance Com. any of T THE STATE OF PENNSYLVANIA

410-4519

CERTIFICED COPY OF LIGINAL,

Philadelphia, Pa.

UNDERWRITING MANAGERS

SAN FRANCISCO

SEATTLE

LOS ANGELES

PORTLAND

THE INSURANCE CO. OF THE STATE OF PENNSYLVANIA, A STOCK COMPANY, (HEREINAFTER CALLED THE COMPANY) IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM AND OF THE STATEMENTS CONTAINED IN THE DECLARATIONS AND SUBJECT TO THE LIMITS OF EXABILITY, EXCLUSIONS CONDITIONS AND OTHER TERMS OF THIS POLICY: DOES HEREBY INSURE

AMOUNT RATE	PREMIUM Assured DILLINGHAM CORPORATION,
\$1,000,000	S AS PER DECLARATIONS
	INSTALLMENT ()
\$	S ENIDT. #1
	Address: HONOLULU, HAWAII
	The state of the s
4.11/3	Policy Period from FEB. 16, 1970 TO JAN. 1, 1974
[]	both days at 12:01 A.M. (Standard Time) at the location(s) of
1. if [1]	the risk(s) insured and in accord with the terms and conditions of the
• • • •	form(s) attached.
	Amount: \$1 MILLION EXCESS OF UNDERLYING
Total 🚶 🦥 🥞	
	Coverage EXCESS LIABILITY AS PER FORM ATTACHED
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Assignment of this Policy shall not be valid except with the written consent of this Company

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are nereby made a part this Policy, together with such other provisions, stipulations, and agreements as may be added hereto, as provided in this Policy.

Unless otherwise provided herein, this Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice by surrender of this Policy to the Company. This policy may also be cancelled, with or without the return or tender of the unearned premium, by the Company, or by the Underwriting Managers in its behalf, by delivering to the Assured or by sending to the Assured by regular mail, at the Assure address as shown herein, not less than 10 days' written notice stating when the cancellation shall be effective, and in such case insurers shall refund to paid premium less the earned portion thereof on demand, subject always to the retention by Insurers hereon of any minimum premium stipulated here (or proportion thereof previously agreed upon) in the event of cancellation either by insurers or Assured.

. Not withstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is und stood and agreed that whenever an additional or return premium of \$2.00 or less becomes due from or to the Assured on account of the adjustment a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assurable will be waived or the return of such premium to the Assured will not be made, as the case may be.

In Witness Whereof, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by duly authorized representative of the Company.

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Maurie

President C. V. STARR & CO. UNDERWAITING MANAGERS

HN/da

Countersigned MARCH 10, 1970

INSURANCE SUMMARY

DILLINGHAM CORPORATION, ET AL.

POLICY NO .:

SEE BELOW

COMPANY:

INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

TYPE OF POLICY:

BUMBERSHOOT/UMBRELLA LIABILITY

COVERAGE & LIMITS
OF LIABILITY:

COVERAGE: PROVIDES LEGAL LIABILITY INSURANCE IN EXCESS OF

UNDERLYING INSURANCE FOR BOTH NON-MARINE AND MARINE OPERATIONS. - WHERE NO UNDERLYING INSURANCE

EXISTS, POLICY APPLIES IN EXCESS OF \$10,000

SELF-INSURED RETENTION

LIMITS:

POLICY NO. 410-4519 - \$1,000,000 EXCESS OF \$500,000

POLICY NO. 410-4520 - \$4,000,000 EXCESS OF \$1,000,000

POLICY NO. 12-0030 - \$10,000,000 EXCESS OF \$5,000,000

POLICY NO. 410-4521 - \$5,000,000 EXCESS OF \$15,000,000

LOCATION:

WORLD WIDE

TERM:

FEBRUARY 16, 1970 THRU JANUARY 1, 1974

PREMIUM:

\$240,000 ANNUALLY SUBJECT TO ANNUAL REVIEW

REMARKS:

POLICY NO: 12-0030 IS WRITTEN BY UNDERWRITERS AT

LLOYD'S AND LONDON COMPANIES .

GSIC 001968

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Frank B. Hall & Ca

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA EXCESS LIABILITY POLICY 410-4519

DECLARATIONS

ITEM	I	DILLINGHAM CORPORATION, A HAWAIIAN CORPORATION,
		AS IT NOW EXISTS OR AS IT MAY EXIST HEREAFTER,
		AND ANY ENTITY FINANCIALLY OWNED OR CONTROLLED
		 THEREBY; AND ALL OTHER ENTITIES FOR WHICH ANY
		OF THE FOREGOING MAY BE RESPONSIBLE

ITEM II ADDRESS: P. O. BOX 3468, HONOLULU 1, HAWAII

ITEM III POLICY PERIOD: FEBRUARY 16, 1970 TO JANUARY 1, 1974
BOTH DAYS AT 12:01 A.M. PACIFIC STANDARD
TIME

ITEM IV LIMIT OF LIABILITY AS ARTICLE II
\$1,000,000.00 (ONE MILLION DOLLARS)

ITEM . V PREMIUM: AS PER ENDORSEMENT NO. 1 ATTACHED

et mi

EXHIBIT

VERIFICATION OF INSURANCE

:	coific	"arine	Yro.	perties.	Inc.
•					F11 - *

TO:

Janeau, Alaska

We, the undersigned Insurance Brokers, hereby certify that the following described insurance is in force at this date, of which 100% is insured with The Insurance Company of The State of Pennsylvania.

ASSURED:

Foss Alaska Line, Inc.

ADDRESS:

660 West Ewing Street, Seattle, Washington 98119

LOCATION OF RISK:

alaska

TYPE OF INSURANCE:

EXCESS LIABILITY

PERIOD:

From

То

POLICY:

410-4519

Limits of Liability

\$1,000,000. Excess of \$500,000. Combined Single Limit per occurrence.

REMARKS: Issued in connection with Lease of property located in Juneau First Judicial District, Alaska - That portion of A.T.S. No. 201 and "D" and "E" Nill Site, USN3 982-B.

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional assured, nor does it modify in any manner the contract of insurance between the Assured and the Insurers. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

Should the above mentioned contract of insurance be cancelled, assigned or changed during the above named policy period in such manner as to affect this document, we, the Undersigned, will give 10 Davs days written notice to the holder of this document.

GSIC 001970

Dated May 2, 1973

C. V. STARR & CO.

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Confidential Business Information

By (M. Itan M.

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SCHEDULE OF PRINCIPAL UNDERLYING INSURANCES

TYPE OF POLICY

LIMIT OF LIABILITY

COMPREHENSIVE GENERAL LIABILITY (DOMESTIC & FOREIGN) \$500,000 COMBINED

SINGLE LIMIT B.I. AND/OR P.D.

PROTECTION AND INDEMNITY (WORLD WIDE)

\$500,000°

NON-OWNED AIRCRAFT LIABILITY (DOMESTIC & FOREIGN) \$500,000

OWNED AIRCRAFT LIABILITY (DOMESTIC)

\$5 MILLION COMBINED

SINGLE LIMIT B.I. AND OR P.D. AND/OR PASSENGER

LIABILITY

OWNED AIRCRAFT LIABILITY (AUSTRALIA)

\$500,000 COMBINED

SINGLE LIMIT B.I. AND/OR P.D. AND/OR PASSENGER

LIABILITY

SHIPREPAIRER'S LEGAL LIABILITY (DOMESTIC & FOREIGN) \$500,000

PROFESSIONAL ERRORS & OMISSIONS

\$500,000

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DILLINGHAL DORPORATION

EXCESS LIABILITY INSURANCE (BUMBERSHOOT)

ARTICLE I

COVERAGE

Insurer hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to pay on behalf of the Insured all sums which the Insured shall be obligated to pay by reason of liability imposed upon the Insured by law, or liability assumed by the Insured under contract or agreement, and all damages, direct or consequential, and expenses, all as more fully defined by the term "ultimate net loss", on account of personal injuries, including death at any time resulting therefrom, and property damage, caused by or arising out of each occurrence happening during the policy period.

ARTICLE II

LIMIT OF LIABILITY

Insurer's limit of liability for Personal Injury or Property Damage or both combined, shall be only for the ultimate net loss in excess of \$500,000 per occurrence, where insurance shall be available to or purchased by or on behalf of the Insured; or for the ultimate net loss in excess of \$10,000 where the Insured shall retain such first loss for its own account (herein called "the retained limit") and then only up to an amount not exceeding \$1,000,000.00 per occurrence, provided, however, that if other valid and collectible insurance is available to any interest for an amount greater than the retained limit, as stated above, such interest shall not become an Insured with respect to this coverage until all other applicable coverage available to such interest has been exhausted and then Insurer shall be liable for the ultimate net loss in excess of such insurance and then up to but not exceeding the limit of liability as aforesaid. There is no limit to the number of occurrences for which claim may be made hereunder, provided such occurrences happen during the policy period.

The inclusion or addition hereunder of more than one Insured shall not operate to increase Insurer's limit.

In the event of the reduction or exhaustion of the aggregate limit of liability of the underlying policies by reason of losses paid thereunder, this policy, subject to the above limitations, in the event of reduction shall pay the excess of the reduced underlying limit, or in the event of exhaustion shall continue in force as underlying insurance.

ARTICLE III

DEFINITIONS

1. INSURED - the unqualified word "Insured", wherever used in this policy

includes not only the Named Insured but also:

- (a) any executive officer, director, stockholder, or employee of the Named Insured, while acting in his capacity as such; and any organization or proprietor with respect to real estate management for the Named Insured;
- (b) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a contract or by virtue of any agreement to provide insurance such as is afforded by this policy;
- (c) with respect to any automobile or aircraft used by or on behalf of the Named Insured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured;
- (d) any interest covered as an additional Insured under any underlying insurances arranged by the Named Insured or any affiliated corporation as herein defined and then only to the extent and/or amount agreed to by the Insured and such other interest;
- (e) any sponsored joint venture formed after February 16, 1965;
- (f) any entity which is proprietary or subsidiary to, affiliated or associated with the Named Insured from the date of the acquisition of interest, association or affiliation.
- 2. PERSONAL INJURY the term "Personal Injury" wherever used herein, shall mean, but not by way of limitation: Bodily Injury, Mental Injury, Mental Anguish, Shock, Sickness, Disease, Disability, Falst Arrest, False Imprisonment, Wrongful Eviction, Wrongful Detention, Malicious Prosecution, Racial or Religious Discrimination not committed at the direction of the Insured, Humiliation, Invasion of Rights of Privacy, Libel, Slander, Defamation of Character, Malpractice (which includes error, mistake or omission) on the part of any physician, nurse, nurse's aid, first aid attendant or similar professional practitioners while acting within the scope of their duties as such in the employment of the Named Insured; also, Piracy and any infringement of Copyright, Title or Slogan or of Property or Contract rights committed or alleged to have been committed in the conduct of the Insured's advertising activities.
- PROPERTY DAMAGE the term "Property Damage", wherever used herein, shall mean, but not by way of limitation, injury to, damage to or destruction of property including loss of use and all other indirect and consequential damage for which legal liability may exist.
 - 4. OCCURRENCE the word "Occurrence" wherever used herein shall mean,

(2)

Eat not by way of limitation, an event or a continuous or repeated exposure to conditions which result in Personal Injury or Property Damage. All such injuries or damages arising out of exposure to substantially the same general conditions shall be considered to be one occurrence.

5. ULTIMATE NET LOSS - the term "Ultimate Net Loss: means the total sum which the Insured or any company as his Insurer, becomes obligated to pay by reason of Personal Injury or Property Damage liabilities, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Named Insured.

The Insurer shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

- 6. AUTOMOBILE the term "Automobile" wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.
- AIRCRAFT the term "Aircraft" wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport, persons or property.
- 8. VESSEL the term "Vessel" wherever used herein, shall mean any structure used, or capable of being used, for transportation upon water.
- 9. AFFILIATED COMPANY the term "Affiliated Company" wherever used herein, shall mean a corporation of which more than 50% of the voting shares are owned directly or indirectly by DILLINGHAM CORPORATION or any of its subsidiary corporations including any vessel or vessels owned by any or all of them.

ARTICLE IV

EXCLUSIONS

This policy shall not apply, except insofar as coverage is available to the Insured under the Underlying insurances:

- (a) to assault and battery if committed by or at the direction of the Insured, excepting that this exclusion shall not apply to personal injury or death resulting from any act of the Insured, alleged to be assault and battery, committed for the purpose of preventing or eliminating danger or protecting persons or property,
- (b) claims made against the Insured:
 - (i) for repairing or replacing any defective product or products

- manufactured, sold or supplied by the Insured or any defective part of parts thereof nor for the cost of such repair or replacement, except with respect to claims for breach of professional duty made against the Insured by reason of any negligent act, error or omission on the part of the Insured;
- (ii) for infringement of patent.
- (c) claims and suits made alleging violation of the anti-trust laws, unfair competition or other acts allegedly in restraint of trade,
- (d) with respect to Advertiser's Liability insurance afforded herein, this policy shall not apply to claims against the Insured;
 - (i) for failure of performance of contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);
 - (ii) by advertising agents of the Insured;
 - (iii) for infringement of trade-mark or trade-name by use thereof as the trade-mark or trade-name on goods as advertised;
 - (iv) for incorrect description of any article or commodity;
 - (v) for mistake in advertised price.
- (e) for any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

ARTICLE V

.CONDITIONS

- 1. SEVERABILITY OF INTERESTS
 - (a) The word "Insured" is used severally and collectively, but the inclusion of more than one Insured shall not operate to increase the limits of The Company's liability.

(4)

- (b) The personal pronouns used in this policy referring to the Insured shall apply irrespective of number or gender.
- (c) In the event of injury to an employee of one or more Insured, this policy shall cover any Insured not employing the person so injured in the same manner and to the same extent as though separate policies had been issued to each Insured.
- (d) In the event of injury to one or more Insured, for which another Insured is or may be held liable, this policy shall cover such Insured against whom claim is made or may be made in the same manner and to the same extent as though separate policies had been issued to each Insured.
- (e) In the event of damage to property owned by or in the care, custody or control of, or carried on or in any vehicle in the charge of any one or more Insured, for which another Insured is or may be held liable, this policy shall cover such Insured against whom claim is made or may be made in the same manner and to the same extent as though separate policies had been issued to each Insured.
- (f) Any act or omission on the part of any Insured under this policy shall not prejudice the interest of any other insured under this policy.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II.

2. NOTICE OF OCCURRENCE

Whenever the Manager of the Insurance Department, DILLINGHAM CORPORATION has information from which it may reasonably be concluded that an occurrence covered hereunder is likely to involve this policy, notice shall be sent as stated in the Declarations to C. V. Starr & Co., 206 Sansome Street, San Francisco, California, as soon as practicable, provided however that failure to notify the above firm of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would have given rise to claims hereunder, shall not prejudice such claims.

3. ASSISTANCE AND COOPERATION

The Insured shall cooperate with The Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be necessary at the time of accident.

(5)

GSIC 001976

4. APPEALS

In the event the Insured or Insured's underlying insurance elect not to appeal a judgment involving the Insurer hereon, Insurer may elect to make such appeal at its cost and expense, and shall be liable for the taxable costs and dispursements and interest incidental thereto, but in no event shall the liability of Insurer for ultimate net loss exceed the amount set forth in Article II for any one occurrence plus the cost and expense of such appeal.

5. ACTION AGAINST THE COMPANY

- (a) No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and The Company.
- (b) Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join The Company as a co-defendant against the Insured to determine the Insured's Liability.

6. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Insurer shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

7. SUBROGATION

Inasmuch as this policy is "Excess Coverage", the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Insurer. It is, therefore, understood and agreed that in case of any payment hereunder, the Insurer will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. Any net recovery, i.e. gross recovery less expenses incurred in effecting such recovery (excluding only salaries of Insured's employees) shall be apportioned among the interests concerned (including the Insured) in the ratio that their portion of the "ultimate net loss" bears to the total "ultimate net loss."

It is further understood and agreed that the Insurer shall have no right to be subrogated to or to require assignment of the Insured's right or rights of recovery against any of the Insured's subsidiary or affiliated or associated companies or corporations or against the directors, officers, employees or members of their families.

(6)

GSIC 001977

Subject to permissions granted herein, the Insurer shall be subrogated to the extent of any payment made, to any right of recovery
not waived in writing prior to the loss by the Insured against any
third person, corporation, vessel or interest arising out of or connected with the loss or damage with respect to which such payment is
made except as follows:

- (a) the Insurer hereby waives all rights of subrogation against any vessel or craft including aircraft owned or chartered by the Insured or by any subsidiary or affiliated company of the Insured, but then only as respects their activities directly on behalf of the Insured's operations insured hereunder.
- the Insurer hereby waives all rights of subrogation against any person or persons, corporation or company who by contract, whether oral or written, joins the Insured as a co-participant, in any of the Insured's operations insured hereunder and against any vessel or craft, including aircraft, owned or chartered by such party, but then only as respects their activities directly on behalf of the operation insured hereunder in which such party has joined the Insured.

8. CHANGES

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop Insurer or the Insured from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Insurer.

9. CANCELLATION

This policy may be cancelled by the Named Insured by surrender thereof to the Insurer or any of its authorized Representatives, or by mailing to the Insurer written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Insurer by mailing to the Insurence Manager of the Insurence Department, DILLINGHAM CORPORATION, Box 3468, Honolulu, Hawaii, written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Insurer shall be equivalent to mailing. If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Insurer cancels, earned premium shall be computed pro rate.

10. CURRENCY

The premium and losses under this policy are payable in United States Currency, and wherever the word "Dollars" or the symbol "\$" appear

(7)

GSIC 001978

herein, they are deemed to mean United States Dollars.

11. CONFLICTING STATUTES

In the event that any provision of this policy is unenforceable by the Insured under the laws of any State or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

12. JURISDICTION

In the event of any dispute arising under this policy between the Insurer and the Insured with respect to the interpretation and construction of this policy, such dispute shall be litigated exclusively in accordance with the law of the State of Hawaii, United States of America.

The Insurer and the Insured agree to submit to the jurisdiction of the State of Hawaii and will comply with all requirements necessary to give such Court jurisdiction.

13. DEFENSE

In the event there be no underlying insurance against loss or claim covered by this policy, the Insurer agrees to defend in its name and behalf any suit against the Insured alleging Personal Injury, including death at any time resulting therefrom, or property damage and seeking damages on account thereof or seeking damages by reason of a contract under which the Insured assumed or is alleged to have assumed liability of others therefor, even if such suit is groundless, false or fraudulent; but the Insurer shall have the right to make such investigation, negotiation and settlement of any such claim or suit as may be deemed expedient by the Insurer.

14. MAINTENANCE OF UNDERLYING INSURANCE

- (a) It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Principal Underlying Insurances" shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences, occurring during the period of this policy.
- (b) Inadvertent failure to the Insured to comply with (a) above or inadvertent failure to notify underwriter of any changes in the underlying insurances shall not prejudice the Insured's rights of recovery under this policy but in the event of such failure, underwriters to be liable only to the same extent as they would have been had the Insured complied with the said condition.

GSIC 001979

(8)

In the event of an underlying War Risks Insurance being cancelled by the underwriters thereon under the terms of the cancellation clause therein, such cancellation shall not constitute a breach of (a) above, but underwriters to be liable hereunder only to the same extent as they would have been had that underlying War Risks Insurance not been cancelled.

15. OTHER INSURANCE

If other valid and collectible insurance with any other Insurer is available to the Assured covering a loss also covered by this Policy, other than Insurance that is in excess of the Insurance afforded by this Policy the Insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

Attached to and forming part of policy: 410-4519 of THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA.

C. V. STARR & CO. Underwriting Managers

Dated: MARCH 10, 1970

Ву____

GSIC 001980

ENDORSEMENT NO. 1

In consideration of the reduced premium at which this Policy is issued, it is understood and agreed that the total premium shall be payable in installments as follows:

Due Date	Amount
2/16/70	\$34,960.00
1/ 1/71	\$40,000.00
1/ 1/72	\$40,00%.00
1/1/73	\$40,000.00

All other terms and conditions remain unchanged

FEBRUARY 16, 1970 Effective date of this endorsement is:

Atteched to and forming part of Policy No. 410-4519

Issued to: DILLINGHAM CORPORATION

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C. V. STARR & CO.

Underwriting Managers

SEP 39 Rev 10/68

Dated: MARCH 10, 1970

GSIC 001981

EXCLUSION

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING JOINT VENTURE IS EXCLUDED FROM COVERAGE:

GORDON H. BALL INC. A NEVADA CORPORATION, J. F. SHEA CO. A NEVADA CORPORATION, AND NORAIR ENGINEERING ASSOCIATES, INC., A JOINT VENTURE.

PROJECT: WASHINGTON D.C. TRANSIT AUTHORITY,
PROJECT B1-1B001

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

EFFECTIVE DATE OF THIS ENDORSEMENT IS: FEBRUARY 16, 1970

ATTACHED TO AND FORMING PART OF NO. 410-4519

ISSUED TO: DILLINGHAM CORPORATION

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C. V. STARR & CO. Underwriting Managers

DATED: MARCH 10, 1970 By_____

PROTECTED MATERIAL Subject To Protective Order

IT IS UNDERSTOOD AND AGREED THAT WITH RESPECT TO THE OPERATIONS OF THE INSURED IN CONNECTION WITH ITS "CONTRACT WITH ESSO SINGAPORE PRIVATE LIMITED FOR CONSTRUCTION OF MARINE FACILITIES FOR SINGAPORE REFINERY PROJECT AT PULAU AYER CHAWAN, REPUBLIC OF SINGAPORE", THIS POLICY SHALL NOT BE CANCELLED WITHOUT THIRTY (30) DAYS PRIOR WRITTEN NOTICE BY REGISTERED MAIL FROM THE CONTRACTOR (THE INSURED) AND INSURER TO THE OWNER, ESSO SINGAPORE PRIVATE LIMITED.

All other terms and conditions remain unchanged

Effective date of this endorsement is: FEBRUARY 16, 1970

Attached to and forming part of No. 410-4519

Issued to: DILLINGHAM CORPORATION

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO. Underwriting Managers

MARCH 10, 1970

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PROTECTED MATERIAL Subject To Protective Order

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE INCLUDED AS ADDITIONAL ASSUREDS HEREUNDER BUT ONLY AS RESPECTS WORK OR OPERATIONS IN CONNECTION WITH WORK ON THE BART CONSTRUCTION PROJECT.

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT, PARSONS BRINCKERHOFF-TUDOR-BECHTEL, AND THEIR DIRECTORS, OFFICERS, REPRESENTATIVES, AGENTS AND EMPLOYEES.

IN THE EVENT OF CANCELLATION OF THIS INSURANCE THIRTY (30) DAYS NOTICE WILL BE GIVEN TO SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY INSURANCE AND NO INSURANCE OF THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT AND/OR PARSONS BRINCKERHOFF-TUDOR-BECHTEL WILL BE CALLED ON TO CONTRIBUTE TO A LOSS.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

EFFECTIVE DATE OF THIS ENDORSEMENT IS: FEBRUARY 16, 1970

ATTACHED TO AND FORMING PART OF NO. 410-4519

ISSUED TO: DILLINGHAM CORPORATION

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO. Underwriting Managers

DATED: MARCH 10, 1970 By_____

PROTECTED MATERIAL Subject To Protective Order

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING SHALL APPLY TO THIS COVERAGE HEREON:

1. No cancellation thereof shall apply in respect of said operations until at least thirty (30) days' prior notice has been given by the Companies (these Underwriters) to:

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT C/O TRANSIT INSURANCE ADMINISTRATORS 785 MARKET STREET SAN FRANCISCO, CALIFORNIA, 94103;

- 2. San Francisco Bay Area Rapid Transit District, Engineer, and its directors, officers, representatives, agents and employees are hereby named as Additional Assureds as respects said operations. It is agreed, however, that the naming of Additional Assureds shall not operate to increase the amounts of insurance and/or limits of liability elsewhere stated in this policy; also, that nothing contained in this sub-paragraph 2 shall operate to exclude coverage in respect of any claim(s) which would not have been excluded if this endorsement had not been issued;
- 3. As regards insurance provided by the District, this insurance is primary insurance and no insurance of the District will be called upon to contribute to a loss hereunder.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

EFFECTIVE DATE OF THIS ENDORSEMENT IS: FEBRUARY 16, 1970

ATTACHED TO AND FORMING PART OF NO. 410-4519

ISSUED TO: DILLINGHAM CORPORATION

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO. Underwriting Managers

DATED: MARCH 10, 1970

ву____

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING ARE NAMED AS ADDITIONAL ASSUREDS HEREUNDER AS RESPECTS THE OPERATIONS OF THE NAMED INSURED FOR THE FOLLOWING PROJECT - CONSTRUCTION OF TAXIWAYS "G" & "L" AND ADDITION TO INTER-ISLAND APRON. PROJECT 0-90-6 (2) HONOLULU INTERNATIONAL AIRPORT.

THE STATE OF HAWAII AND THE RALPH M. PARSONS COMPANY

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INCLUSION HEREUNDER OF MORE THAN ONE ASSURED SHALL NOT OPERATE TO INCREASE THE LIMIT/S OF THE COMPANY'S LIABILITY.

IT IS HEREBY UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OR REDUCTION OF THIS INSURANCE THIRTY (30) DAYS' PRIOR WRITTEN NOTICE WILL BE SENT BY REGISTERED MAIL TO THE ADDITIONAL ASSUREDS NAMED ABOVE.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

FEBRUARY 16, 1970 EFFECTIVE DATE OF THIS ENDORSEMENT IS:

ATTACHED TO AND FORMING PART OF NO. 410-4519

ISSUED TO: DILLINGHAM CORPORATION

MARCH 10, 1970

DATED:

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO. Underwriting Managers

By_

PROTECTED MATERIAL Subject To Protective Order

ID IS HEREBY UNDERSTOOD AND AGRIED THAT

(1) AS RESPECTS CALIFORNIA LIQUID GAS CORPORATION THE FOLLOWING ARE ADDED TO THE SCHEDULE OF UNDERLYING INSURANCES:

<u> Unsurance carrier</u>

COVERAGE

LIMIT OF LIABILITY

ALTNA CASUALTY & SURETY CO. COMPREHENSIVE LIABILITY \$1,000,000. COMBINED SIN INCLUDING AUTO AND LIMIT B.I. AND/OR P.D. PRODUCTS

JUNDERVIRITERS AT LLOYD'S AUD/OR BRITISH COMPANIES

EXCESS COMPREHENSIVE LIABILITY

\$9,000,000. THE EXCESS OF \$1,000,000. COMBINED

SINGLE LIMIT

(2) IT IS FURTHER UNDERSTOOD AND AGREED THAT THIS POLICY DOES NOT COVER ANY INDEPENDENT DEALER OR SUPPLIER OF CALIFORNIA LIQUID GAS CORPORATION.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

EFFECTIVE DATE OF THIS ENDORSEMENT IS: FEBRUARY 16, 1970

ACTACHED TO AND FORMING PART OF NO. 410-4519

ISSUED TO: DILLINGHAM CORPORATION

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C.V.STARR & CO. Underwriting Managers

DATED: MARCH 10, 1970

Bv

PROTECTED MATERIAL Subject To Protective Order

IN CONSIDERATION OF THE PREMIUM PROVIDED, IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS INCLUDED AS AN ADDITIONAL INSURED HEREUNDER BUT ONLY AS RESPECTS THE OCCUPANCY AND/OR USE AND/OR OPERATION BY ANY NAMED ASSURED OF PROPERTY OR EQUIPMENT OWNED BY SAID ADDITIONAL ASSURED:

GORDON H. BALL, AN INDIVIDUAL

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

EFFECTIVE DATE OF THIS ENDORSEMENT IS: FEBRUARY 16, 1970

ATTACHED TO AND FORMING PART OF NO. 410-4519

ISSUED TO: DILLINGHAM CORPORATION

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO. Underwriting Managers

DATED:

MARCH 10, 1970

Ву

GSIC 001988

FENEWS 4174~5796 & 511-0126

NUMBER 5177-0562A

NEW HAMPSHIRE

MANCHESTER



INSURANCE COMPANY

NEW HAMPSHIRE

C. V. STARR & CO.

UNDERWRITING MANAGERS

SAN FRANCISCO

EFATTIE

LOS ANGELES

PORTLAND

THE INSURANCE CO. OF THE STATE OF NEW HAMPSHIRE, A STOCK COMPANY, (HEREINAFTER CALLED THE COMPANY) IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM AND OF THE STATEMENTS CONTAINED IN THE DECLARATIONS AND SUBJECT TO THE LIMITS OF LIABILITY, EXCLUSIONS, CONDITIONS AND OTHER TERMS OF THIS POLICY: DOES HEREBY INSURE

AMOU	NT RAT	E PREMIL	M
\$ 5,000.	000 EXCES	s \$ 20.000	.00
A OF UNI		\$	
\$		\$	
\$		\$	
		Į.	
		l l	
			
	Total	\$ 20,000	.00

Assured:

Address:

DILLINGHAM CORPORATION, ET AL

(AS PER POLICY FORM ATTACHED)

P. O. BOX 3468

HONOLULU, HAWAII

Policy Period from MAY 1, 1977 TO MAY 1, 1978

both days at 12:01 A.M.

(Standard Time) at the location(s) of

the risk(s) insured and in accord with the terms and conditions of the form(s)

attached.

Amount:

\$5,000,000. EXCESS OF UNDERLYING

Coverage:

UMBRELLA LIABILITY, AS PER

POLICY FORM ATTACHED

Assignment of this Policy shall not be valid except with the written consent of this Company

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are nereby made a part of this Policy, together with such other provisions, stipulations, and agreements as may be added hereto, as provided in this Policy.

Unless otherwise provided herein, this Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Policy to the Company. This policy may also be cancelled, with or without the return or tender of the unearned premium, by the Company, or by the Underwriting Managers in its behelf, by delivering to the Assured or by sending to the Assured by regular mail, at the Assured's address as shown herein, not less than 10 days' written notice stating when the cancellation shall be effective, and in such case Insurers shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by Insurers bereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by Insurers or Assured.

Not withstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is understood and agreed that whenever an additional or return premium of \$2.00 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

In Witness Whereef, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Eleis S. Perrigo

C. V. STARR & CO.

GSIC 002013

NEW HAMPSHIRE INSURANCE COMPANY

EXCESS LIABILITY POLICY NO. 5177-0562A

DECLARATIONS

ITEM	ī.	ASSURED:	DILLINGHAM CORPORATION, A HAWAIIAN CORPORATION, AS IT NOW EXISTS OR AS IT MAY EXIST HEREAFTER, AND ANY ENTITY FINANCIALLY OWNED OR CONTROLLED THEREBY; AND ALL OTHER ENTITIES FOR WHICH ANY OF THE FOREGOING MAY BE RESPONSIBLE
TTEM	II.	ADDRESS:	P. O. BOX 3468 HONOLULU, HAWAII
ITEM	III.		MAY 1, 1977 TO MAY 1, 1978 BOTH DAYS AT 12:01 A.M. (PACIFIC STANDARD TIME)
ITEM	IV.	LIMIT OF LIABILITY:	A) \$5,000,000. EACH OCCURRENCE B) \$5,000,000. AGGREGATE
ITEM	٧.	PREMIUM:	\$20,000.00 FLAT ANNUAL

DILLINGHAY LORPORATION EXCESS LIABILITY INSURANCE

ARTICLE I

COVERAGE =

Insurer hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to pay on behalf of the Insured all sums which the Insured
shall be obligated to pay by reason of liability imposed upon the Insured by
law, or liability assumed by the Insured under contract or agreement, and all
damages, direct or consequential, and expenses, all as more fully defined by
the term "ultimate net loss," on account of personal injuries, including death
at any time resulting therefrom, and property damage, caused by or arising out
of each occurrence happening during the policy period.

ARTICLE II

LIMIT OF LIABILITY

Insurer's limit of liability for personal injury or property damage or both combined shall be only for the ultimate net loss the excess of either:

- The limits of the underlying insurance as set out in the schedule attached to this policy in respect of each occurrence covered by said underlying insurance, or
- 2. \$100,000 ultimate net loss in respect of each occurrence not covered by said underlying insurance, (hereinafter called the "underlying limits"),

And then only up to a further sum as stated in Item IV (a) of the Declarations in all in respect of each occurrence - subject to a limit as stated in Item IV (b) of the Declarations in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and in respect of Prsonal Injury (fatal or non-fatal) by occupational disease sustained by any employees of the Assured and in respect of Errors or Omissions Liability.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy subject to all the terms, conditions and definitions hereof shall in the event of reduction pay the excess of the reduced underlying limit or in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Insurer's limit of liability.

GSIC 002015

ARTICLE III

DEFINIT TONS

- INSURED The unqualified word "Insured," wherever used in this policy includes not only the Named Insured but also:
 - (a) Any executive officer, director, stockholder, or employee of the Named Insured, while acting in his capacity as such; and any organization for proprietor with respect to real estate management for the Named Insured;
 - (b) Any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a contract or by virtue of any agreement to provide insurance such as is afforded by this policy;
 - (c) With respect to any automobile or aircraft used by or on behalf of the Named Insured, any person while using such automobile or aircraft and any person or corporation legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured;
 - (d) Any interest covered as an additional Insured under any underlying insurances arranged by the Named Insured or any affiliated corporation as herein defined and then only to the extent and/or amount agreed to by the Insured and such other interest:
 - (e) Any sponsored joint venture formed after February 16, 1965;
 - (f) Any entity which is proprietary or subsidiary to, affiliated or associated with the Named Insured from the date of the acquisition of interest, association or affiliation.
- PERSONAL INJURY The term "personal injury" wherever used herein, shall mean, but not by way of limitation: bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution, racial or religious discrimination not committed at the direction of the Insured, humiliation, invasion of rights of privacy, libel, slander, defamation of character, malpractice (which includes error, mistake or omission) on the part of any physician, nurse, nurse's aid, first aid attendant or similar professional practitioners while acting within the scope of their duties as such in the employment of the Named Insured; also, piracy and any infringement of copyright, title or slogan or of property or contract rights committed or alleged to have been committed in the conduct of the Insured's advertising activities.
- 3. PROPERTY DAMAGE The term "property damage" wherever used herein, shall mean (but not by way of limitation, except as provided herein), injury to, damage to or destruction of property, including loss of use and all other indirect and consequential loss or damage for which legal liability exists or may exist, but such term shall not include liability of the Insured (a) arising out of failure to perform or default under any contract or undertaking or (b) which guarantees the performance of any contract or undertaking.

GSIC 002016

- 4. OCCURRENCE The word "occurrence" .. evever used herein shall mean, but not by way of limitation, an event or a continuous or repeated exposure to conditions which result in personal injury or property damage. All such injuries or damages arising out of exposure to substantially the same general conditions shall be considered to be one occurrence.
- 5. ULTIMATE NET LOSS The term "ultimate net loss" means the total sum which the Insured or any company as his Insurer, becomes obligated to pay by reason of Personal Injury or Property Damage Liabilities, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages and compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Named Insured.

The Insurer shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

- 6. AUTOMOBILE The word "automobile" wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.
- 7. AIRCRAFT The word "aircraft" wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.
- 8. VESSEL The word "vessel" wherever used herein, shall mean any structure used, or capable of being used, for transportation upon water.
- 9. AFFILIATED COMPANY The term "affiliated company" wherever used herein, shall mean a corporation of which more than 50% of the voting shares are owned directly or indirectly by Dillingham Corporation or any of its subsidiary corporations including any vessel or vessels owned by any or all of them.

ARTICLE IV

EXCLUSIONS

This policy shall not apply, except insofar as coverage is available to the Insured under the underlying insurance, or would have been available to the Insured under the underlying insurance if underlying insurance as set out in the schedule attached had been maintained at the time of an occurrence:

 To assault and battery if committed by or at the direction of the Insured, excepting that this exclusion shall not apply to personal injury or death resulting from any act of the Insured, alleged to be assualt and battery, committed for the purpose of preventing or eliminating danager or protecting persons or property;

- 2. Claims made against the Insured:
 - (a) For repairing or replacing any defective product or products manufactured, sold or supplied by the Insured or any defective part or parts thereof nor for the cost of such repair or replacement;
 - (b) For breach of professional duty made against the Insured by reason of any negligent act, error or omission on the part of the Insured arising out of the Insured's capacity as a professional architect, rengineer or real estate agent;
 - (c) For infringement of patent.
- Claims and suits made alleging violation of the anti-trust laws, unfair competition or other acts allegedly in restraint of trade;
- 4. With respect to Advertisers Liability Insurance afforded herein, this policy shall not apply to claims against the Insured:
 - (a) For failure of performance of contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);
 - (b) By advertising agents of the Insured;
 - (c) For infringement of trade-mark or trade-name by use thereof as the trade-mark or trade-name on goods as advertised;
 - (d) For incorrect description of any article or commodity;
 - (e) For mistake in advertised price.
- 5. For any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- 6. (a) All Protection and Indemnity risks of whatsoever nature including, but not limited to, those covered by the underlying Protection and Indemnity Insurances or which are absolutely or conditionally undertaken by the United Kingdom Mutual Steam Ship Assurance Association, Limited:
 - (b) General Average, Collision Liabilities, Salvage, Salvage Charges and Sue and Labor arising from any cause whatsoever and also other Marine Liabilities which are absolutely or conditionally underwritten by the Ocean Marine Departments of insurance companies or Lloyd's Marine Underwriters.
- 7. To liability for injury to or destruction of leased or rented equipment, or property in the custody of the Insured which is to be installed, erected or used in construction by the Insured, or that particular part of any property upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations.

GSIC 002018

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<u>2001710/02</u>

- 1. SEVERABILITY OF INTERESTS:
 - (a) The word "Insured" is used severally and collectively, but the inclusion of more than one Insured shall not operate to increase the limits of the Company's liability;
 - (b) The personal pronouns used in this policy referring to the Insured shall apply irrespective of number or gender;
 - (c) In the event of injury to an employee of one or more Insureds, this policy shall cover any Insured not employing the person so injured in the same manner and to the same extent as though separate policies had been issued to each Insured:
 - (d) In the event of injury to one or more Insureds, for which another Insured is or may be held liable, this policy shall cover such Insured against whom claim is made or may be made in the same manner and to the same extent as though separate policies had been issued to each Insured;
 - (e) In the event of damage to property owned by or in the care, custody or control of, or carried on or in any vehicle in the charge of any one or more Insured, for which another Insured is or may be held liable, this policy shall cover such Insured against whom claim is made or may be made in the same manner and to the same extent as though separate policies had been issued to each Insured;
 - (f) Any act or omission on the part of any Insured under this policy shall not prejudice the interest of any other Insured under this policy.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II.

- 2. NOTICE OF OCCURRENCE Whenever the Manager of the Insurance Department, Dillingham Corporation, has information from which it may reasonably be concluded that an occurrence covered hereunder is likely to involve this policy, notice shall be sent as stated in the Declarations to C. V. Starr & Co., 206 Sansome Street, San Francisco, California, as soon as practicable, provided however that failure to notify the above firm of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would have given rise to claims hereunder, shall not prejudice such claims.
- 3. ASSISTANCE & COOPERATION The Insured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be necessary at the time of accident.

- 4. APPEALS In the event the insured consumed's underlying insurance elects not to appeal a judgment involving the Insurer hereon, Insurer may elect to make such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of Insurer for ultimate net loss exceed the amount set forth in Article II for any one occurrence plus the cost and expenses of such appeal.
- 5. ACTION AGAINST THE COMPANY:
 - (a) No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company;
 - (b) Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant against the Insured to determine the Insured's liability.
- 6. BANKRUPTCY & INSOLVENCY In the event of the bankruptcy or insolvency of the Insured or any entity commissing the Insured, the Insurer shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.
- 7. SUBROGATION Inasmuch as this policy is "excess coverage," the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Insurer. It is, therefore, understood and agreed that in case of any payment hereunder, the Insurer will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. Any net recovery, i.e., gross recovery less expenses incurred in effecting such recovery (excluding only salaries of Insured's employees) shall be apportioned among the interests concerned (including the Insured) in the ratio that their portion of the "ultimate net loss" bears to the total "ultimate net loss."

It is further understood and agreed that the Insurer shall have no right to be subrogated to or to require assignment of the Insured's right or rights of recovery against any of the Insured's subsidiary or affiliated or associated companies or corporations or against the directors, officers, employees or members of their families.

Subject to permissions granted herein, the Insurer shall be subrogated to the extent of any payment made, to any right of recovery not waived in writing prior to the loss by the Insured against any third person, corporation, vessles or interest arising out of or connected with the loss or damage with respect to which such payment is made except as follows:

- (b) The Insurer hereby waives all rights of subrogation against any person or persons, corporation or company who by contract, whether or all or written, joins the Insured as a co-participant, in any of the Insured's operations insured hereunder and against any vessel or craft, including aircraft, owned or chartered by such party, but then only as respects their activities directly on behalf of the operation insured hereunder in which such party has joined the Insured.
- 8. CHANGES Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop Insurer or the Insured from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Insurer.
- 9. CANCELLATION This policy may be cancelled by the Named Insured by surrender thereof to the Insurer or any of its authorized representatives, or by mailing to the Insurer written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Insurer by mailing to the Insurance Manager of the Insurance Department, Dillingham Corporation, Box 3468, Honolulu, Hawaii, written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Insurer shall be equivalent to mailing. If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Insurer cancels, earned premium shall be computed pro rata.
- 10. CURRENCY The premium and losses under this policy are payable in United States currency, and wherever the word "dollars" or the symbol "\$" appears herein, it is deemed to mean United States dollars.
- 11. CONFLICTING STATUTES In the event that any provision of this policy is unenforceable by the Insured under the laws of any state of other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.
- 12. JURISDICTION In the event of any dispute arising under this policy between the Insurer and the Insured with respect to the interpretation and construction of this policy, such dispute shall be litigated exclusively in accordance with the law of the State of Hawaii, United States of America.

The Insurer and the Insured agree to submit to the jurisdiction of the State of Hawaii and will comply with all requirements necessary to give such court jurisdiction.

GSIC 002021

- 13. DEFENSE In the event there be no L darlying insurance against loss or claim covered by this policy, the Insurer agrees to defend in its name and behalf any suit against the Insured alleging personal injury, including death at any time resulting therefrom, or property damage and seeking damages on account thereof or seeking damages by reason of a contract under which the Insured assumed or is alleged to have assumed liability of others therefor, even if such suit is groundless, false or fraudulent; but the Insurer shall have the right to make such investigation, negotiation and settlement of any such claim or suit as may be deemed expedient by the Insurer.
- 14. MAINTENANCE OF UNDERLYING INSURANCE:
 - (a) It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Principal Underlying Insurances" shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences, occurring during the period of such underlying insurance:
 - (b) Failure of the Insured to comply with (a) above or failure to notify underwirters of any changes in the underlying insurance shall not prejudice the Insured's rights of recovery under this policy but in the event of such failure, underwriters to be liable only to the same extent as they would have been had the Insured complied with the said condition.
- 15. OTHER INSURANCE If other valid and collectible insurance with any other Insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy the insurance afforded by this policy the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

PROTECTED MATERIAL Subject To Protective Order

INDUSTRIES, SEEPAGE, POLLUTION 1.0 CONTAMINATION CLAUSE No 3

(Approved by Lloyd's Underwriters' Non-Marine Association)

This insurance does not cover any liability for:

- 1. Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- 3. Fines, penalties, punitive or exemplary damages.

This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

22/1/70. N.M.A. 1685

PROTECTED MATERIAL Subject To Protective Order

The is hereby understood and agreed that where underlying insurance is written after terms and conditions providing greater protection or indemnity to the assured than the terms and conditions of this policy, this insurance shall incensify the Assured upon the same terms, conditions and limitations of the applicable underlying insurance, but where no such underlying insurance exists this insurance indemnifies the Assured upon the terms, conditions and limitations of the attached form."

Effective date of this endorsement is: MAY 1, 1977

Attached to and forming part of Policy No. 5177-0562A

Issued to: DILLINGHAM CORPORATION

NEW HAMPSHIRE INSURANCE COMPANY C. V. STARR & CO. Underwriting Managers

Dated: MAY 30, 1977

PROTECTED MATERIAL Subject To Protective Order

PROTECTED MATERIAL subject To Protective Order

Confidential Business Information

SCHEDULE OF PRINCIPAL UNDERLYING INSURANCE - NON-MARINE LIABILITIES APPLICABLE 5/1/77

Coverage	÷	Limit
Comprehensium Liability (Dom	மீட்neral & Autoinobile estic)	\$1,000,000 combined single limit per occurrence Bodily Injury, Personal Injury or Property Damage; \$5,000,000 annual aggregate where aggregate limits apply in underlying policy form
Comprehensive , rability (Cana	General & Automobile ada)	\$1,000,000 combined single limit per occurrence Bodily Injury, Personal Injury or Property Damage; \$5,000,000 annual aggregate where aggregate limits apply in underlying policy form
Comprehensive Liability (Fore	General & Automobile ign)	\$1,000,000 combined single limit per occurrence Bodily Injury, Personal Injury or Property Damage; \$2,000,000 annual aggregate where applicable
Correction and Trability (Calif	General & Automobile ornia Liquid Gas Corporation only)	\$10,000,000 combined single limit per occurrence Bodily Injury, Personal Injury or Property Damage
Non-Owned Air	craft Liability (Domestic & Foreign)	\$1,000,000 combined single limit per occurrence Bodily Injury and Property Damage, including passenger hazard
Owned Aircraft Corporation onl	t Liability (California Liquid Gas ly)	\$5,000,000 combined single limit per occurrence Bodily Injury and Property Damage, including passenger hazard
Airport Liabilit Australia only)	y (Dillingham Corporation of	\$1,000,000 combined single limit per occurrence Bodily Injury and Property Damage
Excess Workers' (Qualified Self-I		\$1,000,000 per occurrence less self-insured retentions.
Employers Liabi (Non-Qualified S	lity Self-Insured Entities)	\$1,000,000 per accident; \$1,000,000 aggregate on disease

Coverage

Architects & Engineers Professional Liability (Simpson Construction Management only)

Real Estate Agents; Errors or Omissions (Systech Phancial Corporation only)

Limit

\$5,000,000 per claim; \$5,000,000 annual aggregate

\$1,000,000 per claim; \$1,000,000 annual aggregate

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED UNDER COVERAGE

1 (1) FOR PERSONAL INJURY LIABILITY ARISING OUT OF DISCRIMINA
TION SHALL APPLY SOLELY TO THE EXTENT THAT SUCH INSURANCE IS

AFFORDED BY UNDERLYING INSURANCES AS SCHEDULED IN THIS POLICY.

All other terms and conditions remain unchanged

Effective date of this endorsement is: MAY 1, 1977

Attached to and forming part of No. 5177-0562A

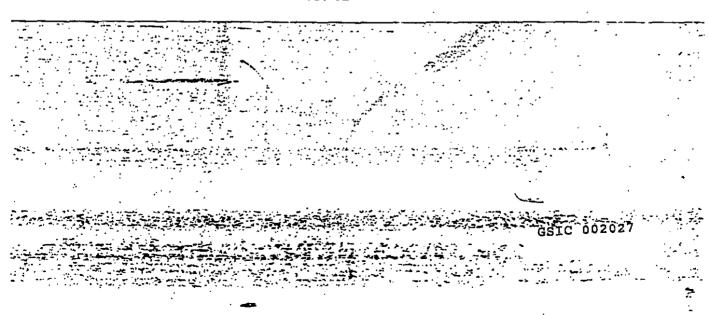
issued to: DILLINGHAM CORPORATION, ET AL

TO NEW HAMPSHIRE INSURANCE CO.

☐ THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO. Underwriting Managers

Dated: JUNE 20, 1977 CVS 1101 (4-76)

END. #1



PROTECTED MATERIAL Subject To Protective Order

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL EXCLUDE ANY LIABILITY ARISING OUT OF CLAIMS OR LOSSES MADE AGAINST ANY OF THE ASSUREDS FOR VIOLATION OF THE RESPONSIBILITIES, OBLIGATIONS OR DUTIES IMPOSED UPON FIDUCIARIES BY THE EMPLOYEE RETIREMENT INCOME SECURITIES ACT OF 1974 OR AMENDMENTS THERETO.

All other terms and conditions remain unchanged

Effective date of this endorsement is: MAY 1, 1977

Attached to and farming part of No _____5177-0562A

issued to: DILLINGHAM CORPORATION, ET AL

ID NEW HAMPSHIRE INSURANCE CO.

☐ THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO. Underwriting Managers

Dated:

JUNE 20, 1977

CVS 1100 4/76

END. #2

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO CLAIMS MADE AGAINST THE ASSURED THAT ARE COVERED UNDER POLICY NO. 5177-0562 ISSUED BY NEW HAMPSHIRE INSURANCE COMPANY COVERING THE ASSUREDS OPERATIONS IN CANADA.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE AGGREGATE LIMIT EXPRESSED IN THE POLICY DECLARATIONS SHALL APPLY TO THIS POLICY AND POLICY NO. 5177-0562 AFOREMENTIONED COMBINED AND SHALL NOT BE CONSTRUED AS HAVING SEPARATE "LIMITS OF LIABILITY".

All other terms and conditions remain unchanged

Effective date of this endorsement is: MAY 1, 1977

Attached to and forming part of No. 5177-0562A

DILLINGHAM CORPORATION, ET AL

TO NEW HAMPSHIRE INSURANCE CO.

☐ THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA C. V. STARR & CO. Underwriting Managers

GSIC 002029

Dated: JUNE 20, 1977

CVS 44-10M 9/73

END. #3

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUS

THIS INSURANCE DOES NOT COVER ANY LIABILITY FOR:

- (1) PERSONAL INJURY OR BODILY INJURY OR LOSS OF, DAMAGE TO, OR LOSS OF USE OF PROPERTY DIRECTLY OR INDIRECTLY CAUSED BY SEEPAGE, POLLUTION OR CONTAMINATION, PROVIDED ALWAYS THAT THIS PARAGRAPH (1) SHALL NOT APPLY TO LIABILITY FOR PERSONAL INJURY OR BODILY INJURY OR LOSS OF OR PHYSICAL DAMAGE TO OR DESTRUCTION OF TANGIBLE PROPERTY, OR LOSS OF USE OF SUCH PROPERTY DAMAGED OR DESTROYED, WHERE SUCH SEEPAGE, POLLUTION OR CONTAMINATION IS CAUSED BY A SUDDEN, UNINTENDED AND UNEXPECTED HAPPENING DURING THE PERIOD OF THIS INSURANCE.
- (2) THE COST OF REMOVING, NULLIFYING OR CLEANING-UP SEEPING, POLLUTING OR CONTAMINATING SUBSTANCES UNLESS THE SEEPAGE, POLLUTION OR CONTAMINATION IS CAUSED BY A SUDDEN, UNINTENDED AND UNEXPECTED HAPPENING DURING THE PERIOD OF THIS INSURANCE.
- (3) FINES, PENALTIES, PUNITIVE OR EXEMPLARY DAMAGES.

THIS CLAUSE SHALL NOT EXTEND THIS INSURANCE TO COVER ANY LIABILITY WHICH WOULD NOT HAVE BEEN COVERED UNDER THIS INSURANCE HAD THIS CLAUSE NOT BEEN ATTACHED.

All other terms and conditions remain unchanged

Effective date of this endorsement is:

MAY 1, 1977

Attached to and forming part of Policy No. 5177-0562A

GSIC 002030

Issued to: DILLINGHAM CORPORATION, ET AL

JUNE 20, 1977

☐ THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

☑ NEW HAMPSHIRE INSURANCE COMPANY
C. V. STARR & CO.

Underwriting Managers

NO. 3

Dated:

A. M. Stan M.

(Approved by Lloyd's Underwester) Fire and Non-Marine Assessation)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Mutor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

This policy

does not apply:-

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy libability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relicf, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(e) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, husin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

*Note:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Attached to and forming part of Crackers No. 5177-0562A

NEW HAMPSHIRE INSURANCE COMPANY STARR E COLUMN TITLING METS.

Issued to: DILLINGHAM CORPORATION, ET AL

M. Han M.



ITE STATE INSUL TO BE COMPANY NEW HAMPSHIRE INSURANCE COMPANY MANCHESTER, NEW HAMPSHIRE

C. V. STARR & CO

UNDERWRITING MANAGERS

SAN FRANCISCO SEATTLE LOS ANGELES PORTLAND CHICAGO

UMBRELLA LIABILITY POLICY DECLARATIONS

6180 - 7313NEW Policy Number ___ Renews. DILLINGHAM CORPORATION, ET AL ITEM 1(a) Named Assured: (AS PER ENDORSEMENT NO. 1) (b) Address of Named Assured: 1990 NORTH CALIFORNIA BOULEVARD, SUITE 930 WALNUT CREEK, CALIFORNIA 94596 This Declaration page, with policy provisions and endorsements, if any, issued to form a part thereof, completes the above numbered Umbrella Liability Policy. MAY 1, 1980 MAY 1, 1981 ITEM 2 Policy Period: From Τo (12:01) A.M. Standard Time at the Address of the Named Assured Stated Above. ITEM 3 Limit of Liability - as Insuring Agreement II. \$ 5,000,000.00 (a) Limit in all in respect of each occurrence (b) Limit'in the aggregate for each annual \$ 5,000,000.00 period where applicable 100,000.00 (c) Self Insured Retention ITEM 4 Notice of Occurrence (Condition G) to: C.V. Starr & Co. THREE EMBARCADERO CENTER SAN FRANCISCO, CA 94111 ITEM 5 Currency (Condition Q): U.S. Dollars ITEM 6 Payment of Premium (Condition Q) to: C.V. Starr & Co. THREE EMBARCADERO CENTER SAN FRANCISCO, CA 94111 ITEM 7 Premium Computation: Rating Basis Estimated Exposure **Estimated Premium** Rate FLAT **Audit Period** Minimum Premium Deposit Premium \$ 446,000.00 \$ 446,000.00 NONE JUNE 24, 1980 KJ/SY/yn C.V. STARR & CO. CV\$ 1116

Underwriting Managers

COLCINIAL

GSIC 002032

INSURING AGREEMENTS

1. COVERAGE

THIS POLICY IS TO INDEMNIFY THE INSURED IN RESPECT OF THE FOLLOWING (INCLUDING SUCH EXPENSES AS ARE SET OUT IN THE DEFINITION OF ULTIMATE NET LOSS):

- ALL PROTECTION AND INDEMNITY RISKS OF WHATSOVER NATURE INCLUDING, BUT NOT LIMITED TO THOSE COVERED BY THE UNDERLYING PROTECTION AND INDEMNITY INSURANCE OR WHICH ARE ABSOLUTELY OR CONDITIONALLY UNDERWRITTEN BY THE LONDON GROUP OF MUTUAL PROTECTION AND INDEMNITY CLUBS.
- B. GENERAL AVERAGE, COLLISION LIABILITIES, SALVAGE, SALVAGE CHARGES AND SUE AND LABOR ARISING FROM ANY CLAUSE WHATSOEVER AND ALSO OTHER MARINE LIABILITIES WHICH ARE ABSOLUTELY OR CONDITIONALLY UNDERWRITTEN BY THE OCEAN MARINE DEPARTMENTS OF INSURANCE COMPANIES OR LLOYD'S MARINE UNDERWRITERS.
- C. ALL OTHER SUMS WHICH THE INSURED SHALL BECOME LEGALLY LIABLE TO PAY OR BY CONTRACT OR AGREEMENT BECOME LIABLE TO PAY IN RESPECT OF CLAIMS MADE AGAINST THE INSURED FOR DAMAGES OF WHATSOEVER NATURE ON ACCOUNT OF:
 - (1) PERSONAL INJURIES, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM
 - (2) PROPERTY DAMAGE
 - (3) ADVERTISING LIABILITY,

CAUSED BY OR ARISING OUT OF EACH OCCURRENCE HAPPENING ANYWHERE IN THE WORLD. NOTWITHSTANDING THE FOREGOING, THIS INSURANCE SHALL NOT COVER LIABILITY ARISING BY REASON OF INSOLVENCY OR INADEQUACY OF CAPITAL.

2. LIMIT OF LIABILITY - UNDERLYING LIMITS

UNDERWRITERS HEREON SHALL ONLY BE LIABLE FOR THE EXCESS OF EITHER:

A. THE AMOUNT(S) OF THE LIMIT(S) SET OUT IN UNDERLYING INSURANCES IDENTIFIED IN THE ATTACHED SCHEDULE (WITH RESPECT TO GENERAL AVERAGE, SALVAGE, SALVAGE CHARGES, SUE AND LABOR EXPENSES THE SUM(S) OF SAID-EXPENSES ACTUALLY INSURED UNDER THE UNDERLYING POLICIES SHALL BE DEEMED THE AMOUNT (S) OF THE LIMIT(S)_OF SAID UNDERLYING POLICIES), OR

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GSIC 002033

ATTACHING TO AND BECOMING PART OF GRANITE STATE POLICY > WINEEP 6181-7343

B. \$100,000. ULTIMATE NET LOSS IN RESPECT OF EACH OCCURRENCE NOT COVERED BY SAID UNDERLYING INSURANCES (ALL HEREINAFTER CALLED THE "UNDERLYING LIMITS").

AND THEN ONLY UP TO A FURTHER \$5,000,000

- ULTIMATE NET LOSS IN RESPECT OF EACH OCCURRENCE.
- C. IN THE EVENT THAT ANY AGGREGATE LIMIT OF LIABILITY CONTAINED IN THE UNDERLYING INSURANCE, WHETHER THE PERIOD OF SUCH UNDERLYING IS OR MAY BE NON-CONCURRENT WITH THE PERIOD OF THIS POLICY, IS REDUCED OR EXHAUSTED BY REASON OF LOSSES PAID THEREUNDER, THIS POLICY SHALL CONTINUE SUCH COVERAGE AS AFFORDED BY UNDERLYING INSURANCE IN EXCESS OF THE REDUCED OR EXHAUSTED LIMIT.

3. PREMIUMS

THE PREMIUM HEREUNDER SHALL BE SCHEDULED BELOW:

PAYABLE AS

INSTALLMENT DATE	AMOUNT DUE
MAY 1, 1981	\$446,000.00
AUGUST 1, 1981	AT INCEPTION
NOVEMBER 1, 1981	AT INCEPTION
FEBRUARY 1, 1981	AT INCEPTION

TOTAL PREMIUM

DEFINITIONS

1. INSURED

THE UNQUALIFED WORD "INSURED", WHEREVER USED IN THIS POLICY, INCLUDES NOT ONLY THE NAMED INSURED BUT ALSO:

- A. ANY EXECUTIVE OFFICER, DIRECTOR, STOCKHOLDER, PARTNER, OR EMPLOYEE OF THE NAMED ASSURED AND ANY MEMBER OF THE ADVISORY COMMITTEE, WHILE ACTING IN HIS CAPACITY AS SUCH;
- B. ANY PERSON, ORGANIZATION, TRUSTEE OR ESTATE TO WHOM THE NAMED ASSURED IS OBLIGATED BY VIRTUE OF A WRITTEN CONTRACT OR AGREEMENT TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY, BUT ONLY IN RESPECT OF OPERATIONS BY OR ON BEHALF, OR TO FACILITIES OR USE BY THE NAMED INSURED.

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GSIC 002034

- C. ANY ADDITIONAL INSURED (NOT BEING THE NAMED INSURED UNDER THIS POLICY) INCLUDED IN THE UNDERLYING INSURANCES, BUT NOT FOR BROADER COVERAGE THAN IS AVAILABLE TO SUCH ADDITIONAL INSURED UNDER ANY UNDERLYING INSURANCES.
- D. WITH RESPECT TO ANY AUTOMOBILE OWNED BY THE NAMED INSURED OR HIRED FOR USE IN BEHALF OF THE NAMED INSURED OR TO ANY AIRCRAFT OWNED BY THE NAMED INSURED OR HIRED FOR USE IN BEHALF OF THE NAMED INSURED, ANY PERSON WHILE USING SUCH AUTOMOBILE OR AIRCRAFT AND ANY PERSON OR ORGANIZATION LEGALLY RESPONSIBLE FOR THE USE THEREOF, PROVIDED THE ACTUAL USE OF THE AUTOMOBILE OR AIRCRAFT IS WITH THE PERMISSION OF THE NAMED INSURED. THE INSURANCE EXTENDED BY THIS SUB-DIVISION (C), WITH RESPECT TO ANY PERSON OR ORGANIZATION OTHER THAN THE NAMED INSURED, SHALL NOT APPLY-
 - (1) TO ANY PERSON OR ORGANIZATION, OR TO ANY AGENT OR EMPLOYEE THEREOF OPERATING AN AUTOMOBILE REPAIR SHOP, PUBLIC GARAGE, SALES AGENCY, SERVICE STATION, OR PUBLIC PARKING PLACE, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF THE OPERATION THEREOF;
 - (2) TO ANY MANUFACTURER OF AIRCRAFT, ENGINES, OR AVIATION ACCESSORIES, OR ANY AVIATION SALES OR SERVICE OR REPAIR ORGANIZATION OR AIRPORT OR HANGER OPERATOR OR THEIR RESPECTIVE EMPLOYEES OR AGENTS, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF THE OPERATION THEREOF;
 - (3) WITH RESPECT TO ANY AUTOMOBILE OR AIRCRAFT, TO THE OWNER THEREOF OR ANY EMPLOYER OF SUCH OWNER.

2. OCCURRENCE

THE TERM "OCCURRENCE", WHEREVER USED HEREIN, SHALL MEAN ONE HAPPENING OR SERIES OF HAPPENINGS, ARISING OUT OF OR DUE TO ONE EVENT TAKING PLACE DURING THE TERM OF THIS POLICY.

3. ULTIMATE NET LOSS

THE TERM "ULTIMATE NET LOSS" SHALL MEAN THE TOTAL SUM WHICH THE INSURED BECOMES OBLIGATED TO PAY BY REASON OF MATTERS SET OUT IN INSURING AGREEMENT 1, INCLUDING COMPROMISE SETTLEMENTS AND SHALL INCLUDE HOSPITAL, MEDICAL AND FUNERAL CHARGES AND ALL SUMS PAID AS SALARIES, WAGES, COMPENSATION, FEES, CHARGES AND LAW COSTS, PREMIUMS ON ATTACHEMENT OR APPEAL BONDS, INTEREST, EXPENSES FOR DOCTORS, LAWYERS,

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GSIC 002035

NURSES AND INVESTIGATORS AND OTHER PERSONS, AND FOR LITIGATION, SETTLEMENT ADJUSTMENT AND INVESTIGATION OF CLAIMS AND SUITS WHICH ARE PAID AS A CONSEQUENCE OF ANY OCCURRENCE COVERED HEREUNDER, EXCLUDING, HOWEVER, THE SALARIES OF THE INSURED'S PERMANENT EMPLOYEES-AND GENERAL OFFICE OVERHEADS AND ALSO EXCLUDING ANY PART OF SUCH EXPENSES FOR WHICH THE INSURED IS COVERED BY OTHER VALID AND COLLECTIBLE INSURANCE.

4. AUTOMOBILE

THE TERM "AUTOMOBILE", WHEREVER USED HEREIN, SHALL MEAN A LAND MOTOR VEHICLE, TRAILER OR SEMI-TRAILER.

5. AIRCRAFT

THE TERM "AIRCRAFT", WHEREVER USED HEREIN, SHALL MEAN ANY HEAVIER THAN AIR OR LIGHTER THAN AIR AIRCRAFT DESIGNED TO TRANSPORT PERSONS OR PROPERTY.

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GSIC 002036

EXCLUSIONS

THIS POLICY SHALL NOT APPLY:

- A. TO INDEMNIFY ANY INSURED WHOSE DISHONESTY OR FRAUD, COMMITTED INDIVIDUALLY OR IN-COLLUSION WITH OTHERS, CAUSED THE LOSS FOR WHICH THE ASSURED SEEKS INDEMNITY; NOR
 - B. TO INDEMNIFY ANY INSURED AGAINST CLAIMS BASED UPON ANY INTENTIONAL NON-COMPLIANCE WITH ANY STATUTE OR REGULATION UNLESS SUCH CLAIM(S) BE FOR DAMAGES OCCASIONED BY ACTUAL OR ALLEGED BODILY INJURY (FATAL OR OTHERWISE) OR PHYSICAL LOSS OF, DAMAGE TO, AND/OR LOSS OF USE OF TANGIBLE PROPERTY; NOR
 - C. TO INDEMNIFY ANY INSURED IN RESPECT OF ANY CRIMINAL FINES OR CRIMINAL PENALTIES INCURRED THROUGH THE CRIMINAL ACT OF THAT'INSURED.
- 2. WITH RESPECT TO ADVERTISING ACTIVITIES TO CLAIMS AGAINST THE INSURED:-
 - A. FOR FAILURE OF PERFORMANCE OF CONTRACT, BUT THIS SHALL NOT RELATE TO CLAIMS FOR UNAUTHORIZED APPROPRIATION OF IDEAS BASED UPON ALLEGED BREACH OF AN IMPLIED CONTRACT;
 - B. BY ADVERTISING AGENTS OF THE ASSURED;
 - C. FOR INFRINGEMENT OF REGISTERED TRADE MARK, SERVICE MARK OR TRADE NAME BY USE THEREOF AS THE REGISTERED TRADE MARK, SERVICE MARK OR TRADE NAME OF GOODS OR SERVICE SOLD, OFFERED FOR SALE OR ADVERTISED, BUT THIS SHALL NOT RELATE TO TITLES OR SLOGANS;
 - D. FOR INCORRECT DESCRIPTION OF ANY ARTICLE OR COMMODITY;
 - E. FOR MISTAKE IN ADVERTISED PRICE.
- 3. TO ANY CLAIM(S) MADE BY ANY NATIONAL, STATE OR LOCAL GOVERNMENT SUB-DIVISIONS OR AGENCIES THEREOF, UNLESS SUCH CLAIM(S) BE FOR DAMAGES OCCASIONED BY ACTUAL OR ALLEGED PERSONAL AND/OR BODILY INJURY (FATAL OR OTHERWISE), PHYSICAL LOSS OF, DAMAGE TO AND/LOSS OF USE OF TANGIBLE PROPERTY.
- 4. TO ANY CLAIM(S) OR SUIT(S) ALLEGING VIOLATION OF THE ANTITRUST LAWS, UNFAIR COMPETITION OR OTHER ACTS ALLEGEDLY IN RESTRAINT OF TRADE.

GSIC 002037

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- 5. TO ANY STOCKHOLDER'S DERIVATIVE ACTION(S).
- 6. TO CLAIMS FOR NON-PAYMENT OR DELAY IN PAYMENT OF CHARTER HIRE; NON-PAYMENT OR DELAY IN PAYMENT OF LOANS, MORTGAGES, PROMISSORY NOTES, CHEQUES, DRAFTS OR OTHER EVIDENCE OF DEBT.
- 7. TO CLAIMS FOR INFRINGEMENT OF PATENT(S); UNAUTHORIZED USE OF TRADE MARK(S) OR TRADE NAME(S); MISAPPROPRIATION OF DESIGN(S), DRAWING(S), PROCESS(ES) OR PROCEDURE(S) OR TO CLAIMS BASED ON MISAPPROPRIATION OF MINERALS OR NON-PAYMENT OF MINERAL ROYALTIES.
- 8. A. TO LOSS, DAMAGE OR LIABILITY DIRECTLY OR INDIRECTLY OCCASIONED BY, HAPPENING THROUGH OR IN CONSEQUENCE OF WAR, INVASION, ACTS OR FOREIGN ENEMIES, HOSTILITIES (WHETHER WAR BE DECLARED OR NOT), CIVIL WAR, REBELLION, REVOLUTION, INSURRECTION, MILITARY OR USURPED POWER OR CONFISCATION OR NATIONALIZATION OR REQUISITION OR DESTRUCTION OF OR DAMAGE TO PROPERTY BY OR UNDER THE ORDER OF ANY GOVERNMENT OR PUBLIC OR LOCAL AUTHORITY.
 - _B. NEVERTHELESS, THIS EXCLUSION SHALL NOT APPLY, EXCEPT AS PROVIDED IN (C) BELOW, TO LIABILITIES:
 - (1) ARISING IN CONNECTION WITH VESSELS OWNED, CHARTERED, HIRED OR OTHERWISE USED BY THE INSURED.
 - (2) ARISING OUT OF PROPERTY OF ANY KIND IN TRANSIT BY LAND, WATER OR AIR DURING SUCH PERIODS AS WOULD BE COVERED FOR FULL WAR RISKS UNDER AN INSURANCE COVERING PHYSICAL LOSS OF OR DAMAGE TO CARGO SUBJECT TO THE INSTITUTE WAR CLAUSES RELEVANT TO THE PARTICULAR FORM OF TRANSIT.
 - (3) ARISING OUT OF ANY WATERBORNE OPERATIONS.
 - (4) TO SEAMEN OR UNDER WORKERS' COMPENSATION STATUTES.
 - (5) FOR DEATH OF OR BODILY INJURY TO PERSONS OF ANY KIND.
- C. NOTWITHSTANDING THE PROVISIONS OF (B) ABOVE, THE CLAUSE SET OUT IN (A) ABOVE SHALL APPLY TO THE LIABILITIES SET OUT IN (B) ABOVE:

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- (1) UNLESS SOONER APPLIED UNDER THE PROVISIONS OF (2) OR (3), AUTOMATICALLY UPON AND SIMULTANEOUSLY WITH THE OUTBREAK OF WAR (WHETHER THERE BE DECLARATION OF WAR OR NOT) BETWEEN ANY OF THE FOLLOWING COUNTRIES: UNITED STATES OF AMERICA, UNITED KINGDOM, FRANCE, THE UNION OF SOVIET SOCIALIST REPUBLICS, THE PEOPLE'S REPUBLIC OF CHINA.
- (2) AT ANY TIME AT THE INSURED'S REQUEST, OR BY UNDERWRITERS GIVING 14 DAYS WRITTEN NOTICE TO THE ASSURED, BUT IN NO EVENT SHALL SUCH NOTICE AFFECT OR POSTPONE THE OPERATIONS OF THE PROVISIONS OF (1) or (3). WRITTEN OR TELEGRAPHIC NOTICE SENT TO THE INSURED AT HIS (ITS) LAST KNOWN ADDRESS SHALL CONSTITUTE A COMPLETE NOTICE AND SUCH NOTICE MAILED OR TELEGRAPHED TO THE SAID INSURED, CARE OF THE BROKER WHO NEGOTIATED THIS INSURANCE, SHALL HAVE THE SAME EFFECT AS IF SENT TO THE SAID THE MAILING OF NOTICE AS INSURED DIRECT. AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE AND THE EFFECTIVE DATE AND HOUR OF THE OPERATION OF THE CLAUSE SET OUT IN (A) ABOVE SHALL BE 14 DAYS FROM MIDNIGHT OF THE DAY ON WHICH SUCH NOTICE WAS MAILED OR TELEGRAPHED AS AFORESAID. UNDERWRITERS AGREE, HOWEVER, THAT THE CLAUSE SET OUT IN (A) ABOVE SHALL NOT APPLY SUBJECT TO AGREEMENT BETWEEN UNDERWRITERS AND THE INSURED PRIOR TO THE AFORESAID EFFECTIVE DATE AND HOUR AS TO AN ADDITIONAL PREMIUM AND/OR NEW CONDITIONS AND/OR WARRANTIES.
- (3) UNLESS SOONER TERMINATED UNDER THE PROVISIONS OF (1) OR (2), AUTOMATICALLY IN RESPECT OF ANY INSURED VESSEL IF AND WHEN SUCH VESSEL IS REQUISITIONED, EITHER FOR TITLE OR USE, BY THE GOVERNMENT OF THE UNITED STATES OR OF THE COUNTRY IN WHICH THE VESSEL IS OWNED OR REGISTERED OR OF THE COUNTRY IN WHICH ANY SUCH RIGHT OF REQUISITION IS VESTED.

IF SUBSEQUENT TO THE AGREEMENT OF AN ADDITIONAL PREMIUM AS PROVIDED BY PARAGRAPH (2) ABOVE, EITHER THE INSURED OR UNDERWRITERS AGAIN ELECT TO EXERCISE THE OPTION PROVIDED THEREIN, OR PARAGRAPHS (1) OR (3) BECOME OPERATIVE, PRO RATA NET RETURN OF THE ADDITIONAL PREMIUM PAID SHALL BE REFUNDED TO THE INSURED.

SUCH RETURN PREMIUM WILL BE PAID ON DEMAND OR AS SOON THEREAFTER AS PRACTICABLE TO DO SO.

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GSIC 002039

- 9. TO LIABILITY OR EXPENSES UNDER THE EMPLOYEES RETIREMENT INCOME SECURITY ACT (ERISA).
- TO LIABILITY FROM OWNERSHIP, USE OR OPERATION OF DRILLING RIGS, DRILLING BARGES, DRILLING TENDERS, PLATFORMS, BUT THIS EXCLUSION SHALL NOT APPLY TO CRAFT SERVING THE FOREGOING SUCH AS CREW, SUPPLY, OR UTILITY BOATS, TENDERS OR TUGS;
- 11. TO INJURY, SICKNESS, DISEASE, DEATH OR DESTRUCTION:
 - A. WITH RESPECT TO WHICH AN INSURED UNDER THE POLICY IS ALSO AN INSURED UNDER A NUCLEAR ENERGY LIABILITY POLICY ISSUED BY THE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION, MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS OR NUCLEAR INSURANCE ASSOCIATION OF CANADA, OR WOULD BE AN INSURED UNDER ANY SUCH POLICY BUT FOR ITS TERMINATION UPON EXHAUSTION OF ITS LIMIT OF LIABILITY, OR
 - B. RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL AND WITH RESPECT TO WHICH (1) ANY PERSON OR ORGANIZATION IS REQUIRED TO MAINTAIN FINANCIAL PROTECTION PURSUANT TO THE ATOMIC ENERGY ACT OF 1954, OR ANY LAW AMENDATORY THEREOF, OR (II) THE INSURED IS, OR HAD THIS POLICY NOT BEEN ISSUED WOULD BE, ENTITLED TO INDEMNITY FROM THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOF, UNDER ANY AGREEMENT ENTERED INTO BY THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOF, WITH ANY PERSON OR ORGANIZATION, OR
 - RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL, IF (1) THE NUCLEAR MATERIAL IS AT ANY NUCLEAR FACILITY OWNED BY, OR OPERATED BY OR ON BEHALF OF, AN INSURED OR HAS BEEN DISCHARGED OR DISPERSED THEREFROM; (II) THE NUCLEAR MATERIAL IS CONTAINED IN SPENT FUEL OR WASTE AT ANY TIME POSSESSED, HANDLED, USED, PROCESSED, STORED, TRANSPORTED OR DISPOSED OF BY OR ON BEHALF OF AN INSURED; OR (III) THE INJURY, SICKNESS, DISEASE, DEATH OR DESTRUCTION ARISES OUT OF THE FURNISHING BY AN INSURED OF SERVICE, MATERIALS, PARTS OR EQUIPMENT IN CONNECTION WITH THE PLANNING, CONSTRUCTION, MAINTENANCE OPERATION OR USE OF ANY NUCLEAR FACILITY, BUT IF SUCH FACILITY IS LOCATED WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS OR CANADA, THIS EXCLUSION (III) APPLIES ONLY TO INJURY TO OR DESTRUCTION OF PROPERTY AT SUCH NUCLEAR FACILITY.

- AS RESPECTS ACTIVITIES OF THE INSURED (EXCEPT LIABILITY ARISING OUT OF OWNERSHIP, CHARTER, USE, OPERATION, MAINTENANCE, LOADING, UNLOADING OR AS A BAILEE OF ANY WATERCRAFT) EXCEPT INSOFAR AS INSURANCE IS AVAILABLE TO THE INSURED IN UNDERLYING INSURANCE, OR SUBJECT TO A MINIMUM SELF-INSURED RETENTION OF \$1,000,000 EACH ACCIDENT OR OCCURRENCE, WITH RESPECT TO THE LIABILITY OF THE INSURED ARISING OUT OF:
 - A. TO CLAIM(S) MADE BECAUSE OF THE VIOLATION OF ANY STATUE, LAW, ORDINANCE OR REGULATION PROHIBITING DISCRIMINATION OR HUMILIATION BECAUSE OF RACE, CREED, COLOR, NATIONAL ORIGIN, AGE AND/OR SEX;
 - B. TO PROPERTY OWNED OR OCCUPIED BY OR RENTED TO OR USED BY OR IN THE CARE, CUSTODY OR CONTROL OF THE INSURED OR AS TO WHICH THE INSURED IS FOR ANY PURPOSE EXERCISING PHYSICAL CONTROL;
 - C. PRODUCTS HAZARDS;
 - D. COMPLETED OPERATIONS HAZARDS;
 - E. CONTRACTUAL LIABILITY;
 - F. TO THE OWNERSHIP, MAINTENANCE, OPERATION, USE LOADING OR UNLOADING OF ANY AIRCRAFT OWNED, OPERATED BY, RENTED TO, OR LOANED TO ANY INSURED OR OPERATED BY ANY PERSON IN THE COURSE OF HIS EMPLOYMENT BY AN INSURED;
 - G. FROM THE FAILURE OF THE INSURED'S PRODUCTS OR WORK COMPLETED BY OR FOR THE INSURED TO PERFORM THE FUNCTION OR SERVE THE PURPOSE INTENDED BY THE INSURED, ONLY IF SUCH FAILURE IS DUE TO A MISTAKE OR DEFICIENCY IN ANY DESIGN, FORMULA, PLAN, SPECIFICATIONS, ADVERTISING MATERIAL OR PRINTED INSTRUCTIONS PREPARED OR DEVELOPED BY ANY INSURED EXCEPT WITH RESPECT TO BODILY INJURY OR PROPERTY DAMAGE AS A RESULT OF SAID FAILURE.
- TO LIABILITY ARISING DIRECTLY OR INDIRECTLY IN CONSEQUENCE OF THE ACTUAL OR POTENTIAL DISCHARGE, DISPERSAL, RELEASE, OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIES, PETROLEUM PRODUCTS OR DERIVATIVES, LIQUIDS OR GASES, WASTE MATERIALS, SEWERAGE OR OTHER TOXIC CHEMICALS, IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER, BUT THIS EXCLUSION SHALL NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE ARISES FROM A SUDDEN AND ACCIDENTAL PROXIMATE CAUSE.

CONDITIONS

1. GEOGRAPHICAL LIMITS

THE POLICY COVERS THE OPERATIONS OF THE INSURED ANYWHERE IN THE WORLD.

2. CROSS LIABILITY

IN THE EVENT OF ONE OF THE INSUREDS INCURRING LIABILITY TO ANY OTHER OF THE INSUREDS, THIS POLICY SHALL COVER THE INSURED AGAINST WHOM CLAIM IS OR MAY BE MADE IN THE SAME MANNER AS IF SEPARATE POLICIES HAD BEEN ISSUED TO EACH INSURED. NOTHING CONTAINED HEREIN SHALL OPERATE TO INCREASE UNDERWRITERS' LIMIT OF LIABILITY AS SET FORTH IN INSURING AGREEMENT 2.

3. NOTICE OF OCCURRENCE

WHENEVER THE INSURED HAS INFORMATION FROM WHICH THE INSURED MAY REASONABLY CONCLUDE THAT AN OCCURRENCE COVERED HEREUNDER INVOLVED INJURIES OR DAMAGES WHICH, IN THE EVENT THAT THE INSURED SHOULD BE HELD LIABLE, IS LIKELY TO INVOLVE THIS POLICY, NOTICE SHALL BE SENT TO INSURED'S BROKERS AS SOON AS PRACTICABLE, PROVIDED, HOWEVER, THAT FAILURE TO NOTIFY THE ABOVE FIRM OF ANY OCCURRENCE WHICH AT THE TIME OF ITS HAPPENING DID NOT APPEAR TO INVOLVE THIS POLICY, BUT WHICH, AT A LATER DATE, WOULD APPEAR TO GIVE RISE TO CLAIMS HEREUNDER, SHALL NOT PREJUDICE SUCH CLAIMS.

4. ASSISTANCE AND CO-OPERATION

THE COMPANY SHALL NOT BE CALLED UPON TO ASSUME CHARGE OF THE SETTLEMENT OR DEFENSE OF ANY CLAIM MADE OR SUIT BROUGHT OR PROCEEDING INSTITUTED AGAINST THE INSURED, BUT THE COMPANY SHALL HAVE THE RIGHT AND SHALL BE GIVEN THE OPPORTUNITY TO ASSOCIATE WITH THE INSURED OR THE INSURED'S UNDERLYING INSURERS.

5. APPEALS

IN THE EVENT THE INSURED OR THE INSURED'S UNDERLYING INSURERS ELECT NOT TO APPEAL A JUDGMENT IN EXCESS OF THE UNDERLYING LIMIT, THE COMPANY MAY ELECT TO MAKE SUCH APPEAL AT THEIR COST AND EXPENSE, AND SHALL BE LIABLE FOR THE TAXABLE COSTS AND DISBURSEMENTS AND INTEREST INCIDENTAL THERETO, BUT IN NO EVENT SHALL THE LIABILITY OF THE COMPANY FOR ULTIMATE NET LOSS EXCEED THE AMOUNT SET FORTH IN INSURING AGREEMENT 2 FOR ANY ONE OCCURRENCE AND IN ADDITION THE COST AND EXPENSE OF SUCH APPEAL AND, PLUS THE TAXABLE COSTS AND DISBURSEMENTS AND INTEREST INCIDENTAL THERETO.

6. BANKRUPTCY OR INSOLVENCY

IN THE EVENT OF THE BANKRUPTCY OR INSOLVENCY OF THE INSURED OR ANY ENTITY COMPRISING THE INSURED, THE COMPANY SHALL NOT BE RELIEVED THEREBY OF THE PAYMENT OF ANY CLAIM HEREUNDER BECAUSE OF SUCH BANKRUPTCY OR INSOLVENCY.

7. OTHER INSURANCE

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IF OTHER VALID AND COLLECTIBLE INSURANCE WITH ANY OTHER INSURER IS AVAILABLE TO THE INSURED COVERING A LOSS ALSO COVERED BY THE POLICY, OTHER THAN INSURANCE THAT IS IN EXCESS OF THE INSURANCE AFFORDED BY THIS POLICY, THE INSURANCE AFFORDED BY THIS POLICY SHALL BE IN EXCESS OF AND SHALL NOT CONTRIBUTE WITH SUCH OTHER INSURANCE, EITHER AS DOUBLE INSURANCE OR OTHERWISE. NOTHING HEREIN SHALL BE CONSTRUED TO MAKE THIS POLICY SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF OTHER INSURANCE.

8. SUBROGATION

IN THE EVENT OF ANY PAYMENT UNDER THIS POLICY, THE COMPANY SHALL BE SUBROGATED TO ALL OF THE INSURED'S RIGHTS OR RECOVERY THEREFORE AGAINST ANY PERSON OR ORGANIZATION AND THE INSURED SHALL EXECUTE AND DELIVER ALL NECESSARY INSTRUMENTS AND PAPERS, PROVIDED, NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONDITION, THE COMPANY AGREES TO WAIVE ALL RIGHTS AGAINST ANY PARTY INCLUDED AS AN INSURED HEREUNDER OR RELEASED BY AGREEMENT AND THIS INSURANCE SHALL NOT BE PREJUDICED IF THE INSURED BE UNABLE, BY REASON OF ANY SUCH AGREEMENT PRIOR TO LOSS TO SUBROGATE TO THE COMPANY THE RIGHTS OF RECOVERY AGAINST ANY PARTY.

INASMUCH AS THIS POLICY IS "EXCESS COVERAGE", THE INSURED'S RIGHT OF RECOVERY AGAINST ANY PERSON OR OTHER ENTITY CANNOT BE EXCLUSIVELY SUBROGATED TO THE COMPANY. IT IS, THEREFORE, UNDERSTOOD AND AGREED THAT IN CASE OF ANY PAYMENT HEREUNDER, THE COMPANY WILL ACT IN CONCERT WITH ALL OTHER INTERESTS (INCLUDING THE INSURED) CONCERNED, IN THE EXERCISE OF SUCH RIGHTS OF RECOVERY. THE APPORTIONING OF ANY AMOUNTS WHICH MAY BE SO RECOVERED SHALL FOLLOW THE PRINCIPLE THAT ANY INTERESTS WHICH MAY BE SO RECOVERED SHALL FOLLOW THE PRINCIPLE THAT ANY INTERESTS (INCLUDING THE INSURED) THAT SHALL HAVE PAID AN AMOUNT OVER AND ABOVE ANY PAYMENT HEREUNDER, SHALL FIRST BE REIMBURSED UP TO THE AMOUNT PAID BY THEM; THE COMPANY IS THEN- TO BE REIMBURSED UP THE AMOUNT PAID BY THEM: THE COMPANY IS THEN TO BE REIMBURSED OUT OF ANY BALANCE REMAINING UP

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THE AMOUNT PAID HEREUNDER; LASTLY, THE INTERESTS (INCLUDING THE INSURED) OF WHOM THIS COVERAGE IS IN EXCESS ARE ENTITLED TO CLAIM THE RESIDUE, IF ANY. EXPENSES NECESSARY TO THE RECOVERY OF ANY SUCH AMOUNTS SHALL BE APPORTIONED AMONG THE INTERESTS (INCLUDING THE INSURED) CONCERNED, IN THE RATIO OF THEIR RESPECTIVE RECOVERIES AS FINALLY SETTLED.

9. ASSIGNMENT

ASSIGNMENT OF INTEREST UNDER THIS POLICY SHALL NOT BIND THE COMPANY UNTIL THEIR CONSENT IS ENDORSED HEREON.

10. CURRENCY

THE PREMIUMS AND LOSSES UNDER THIS POLICY ARE PAYABLE IN UNITED STATES CURRENCY.

11. CONFLICTING STATUTES

IN THE EVENT THAT ANY PROVISION OF THIS POLICY IS UNENFORCEABLE BY THE INSURED UNDER THE LAWS OF ANY STATE OR OTHER JURISDICTION WHEREIN IT IS CLAIMED THAT THE INSURED IS LIABLE FOR ANY INJURY COVERED HEREBY, BECAUSE OF NON-COMPLIANCE WITH ANY STATUTE THEREOF, THEN THIS POLICY SHALL BE ENFORCEABLE BY THE INSURED WITH THE SAME EFFECT AS IF IT COMPLIED WITH SUCH STATUE.

12. AUTOMATIC ACQUISITION CLAUSE

IT IS HEREBY UNDERSTOOD AND AGREED THIS POLICY SHALL AUTOMATICALLY APPLY TO VESSEL(S) OR CRAFT(S) WHICH THE NAMED INSURED MAY ACQUIRE THROUGH PURCHASE OR BAREBOAT CHARTER PROVIDED SUCH ACQUISITIONS ARE REPORTED PER THE TERMS AND CONDITIONS OF THE APPLICABLE PRIMARY POLICY(S). IDENTIFIED IN THE SCHEDULE OF UNDERLYING IT IS FURTHER UNDERSTOOD AND AGREED THE MINIMUM UNDERLYING INSURANCE(S) APPLICABLE TO SUCH ACQUISITIONS SHALL BE \$1,000,000 OR THE HULL VALUE, WHICHEVER SHALL BE GREATER.

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13. CANCELLATION

THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY WRITTEN NOTICE STATING WHEN NOT LESS THAN 90 DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. MAILING NOTICE, AS PREVIOUSLY STATED, SHALL BE SUFFICIENT PROOF OF NOTICE. THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING. CANCELLATION BY EITHER PARTY SHALL BE COMPUTED ON A PRO RATA BASIS. PREMIUM ADJUSTMENT MAY BE MADE AT THE TIME CANCELLATION BECOMES EFFECTIVE; BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

14. NONRENEWAL OR MATERIAL CHANGE

IF THIS COMPANY ELECTS NOT TO RENEW THIS POLICY, OR TO AFFECT A MATERIAL CHANGE, IT SHALL MAIL TO THE INSURED WRITTEN NOTICE OF SUCH NONRENEWAL OR MATERIAL CHANGE, NOT LESS THAN NINETY (90) DAYS PRIOR TO THE POLICY EXPIRATION DATE OR PROPOSED DATE OF CHANGE.

15. MAINTENANCE OF UNDERLYING INSURANCE

- A. IT IS A CONDITION OF THIS POLICY THAT THE POLICY OR POLICIES REFERRED TO IN THE ATTACHED "SCHEDULE OF UNDERLYING INSURANCES" SHALL BE MAINTAINED IN FULL EFFECT DURING THE CURRENCY OF THIS POLICY EXCEPT FOR ANY REDUCTION OF THE AGGREGATE LIMIT OR LIMITS CONTAINED THEREIN SOLELY BY PAYMENT OF CLAIMS IN RESPECT OF ACCIDENTS AND/OR OCCURRENCES, OCCURRING DURING THE PERIOD OF THIS POLICY.
- B. INADVERTENT FAILURE OF THE INSURED TO COMPLY WITH (A) ABOVE OR INADVERTENT FAILURE TO NOTIFY UNDERWRITERS OF ANY CHANGES IN THE UNDERLYING INSURANCES SHALL NOT PREJUDICE THE INSURED'S RIGHTS OF RECOVERY UNDER THIS POLICY BUT IN THE EVENT OF SUCH FAILURE, UNDERWRITERS TO BE LIABLE ONLY TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH THE SAID CONDITION.

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- C. IN THE EVENT OF AN UNDERLYING WAR RISKS INSURANCE BEING CANCELLED BY THE UNDERWRITERS THEREON UNDER THE TERMS OF THE CANCELLATION CLAUSE THEREIN, SUCH CANCELLATION SHALL NOT CONSTITUTE A BREACH OF (A) ABOVE, BUT UNDERWRITERS TO BE LIABLE HEREUNDER ONLY TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THAT UNDERLYING WAR RISKS INSURANCE NOT BEEN CANCELLED. NOTHING IN THE FOREGOING SENTENCE SHALL BE DEEMED TO AFFECT THE APPLICATION OF EXCLUSION NO. 8 HEREUNDER.
- 16. ERRORS IN DESCRIPTION OR OMISSION IN SCHEDULING UNDERLYING INSURANCE(S)

ANY ERROR OR UNINTENTIONAL OMISSION, WHETHER ON THE PART OF THE COMPANY OR THE INSURED, IN LISTING ANY UNDERLYING POLICY OR IN THE DESCRIPTION OF ANY UNDERLYING POLICY SHALL NOT INVALIDATE THE INSURANCE AFFORDED UNDER THIS POLICY AND SHALL COVER IN THE SAME WAY AS THOUGH ALL UNDERLYING POLICIES HAD BEEN PROPERLY LISTED AND DESCRIBED.

17. BROAD AS PRIMARY

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF LOSS FOR WHICH THE INSURED HAS COVERAGE UNDER THE UNDERLYING INSURANCE SET OUT IN THE ATTACHED SCHEDULE, THE EXCESS OF WHICH WOULD BE RECOVERABLE HEREUNDER EXCEPT FOR TERMS AND CONDITIONS OF THIS POLICY WHICH ARE NOT CONSISTENT WITH THE UNDERLYING, THEN NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS POLICY SHALL BE AMENDED TO FOLLOW THE TERMS AND CONDITIONS OF THE APPLICABLE UNDERLYING INSURANCE IN RESPECT OF SUCH LOSS. THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE NUCLEAR ENERGY LIABILITY.

"Dillingham Bumbershoot form (Non-Marine)"

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED IS COMPLETED TO READ AS FOLLOWS:

DILLINGHAM CORPORATION, ITS SUBSIDIARIES,

CONTROLLED AFFILIATES, SPONSORED JOINT VENTURES,

AND ANY INTEREST OF DILLINGHAM CORPORATION ET

AL., ONLY, IN NONSPONSORED JOINT VENTURES AND ANY

INTEREST NOW OR HEREAFTER CONSTITUTED, OWNED OR

CONTROLLED BY DILLINGHAM CORPORATION.

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INSURING AGREEMENTS

1. COVERAGE

This Policy is to indemnify the Insured in respect of the following (including such expenses as are set out in the definition of ULTIMATE NET LOSS):

- (a) All Protection and Indemnity risks of whatoever nature including, but not limited to those covered by the underlying Protection and Indemnity Insurance or which are absolutely or conditionally underlying by the London Group of Mutual Protection and Indemnity Clubs.
- (b) General Average, Collision Liabilities, Salvage, Salvage Charges and Sue and Labor arising from any cause whatsoever and also other marine liabilities which are absolutely or conditionally underwritten by the ocean marine departments of insurance companies or Lloyd's Marine Underwriters.
- (c) All other sums which the Insured shall become legally liable to pay or by contract or agreement become liable to pay in respect of claims made against the Insured for damages of whatsoever nature.

2. LIMITS OF LIABILITY - UNDERLYING LIMITS

The Company shall only be liable for the excess of either:

- (a) The amount(s) of the limit(s) set out in underlying insurances (with respect to General Average, Salvage, Salvage Charges, Sue and Labor expenses the sum(s) of said expenses actually insured under the underlying policies shall be deemed the amount(s) of the limit(s) of said underlying policies), or
- (b) \$100,000.00 Ultimate Net Loss in respect of each occurrence not covered by said underlying insurance, Liability Retained by the Insured.

(all hereinafter called the "Underlying Limits") and then only up to a further Ultimate Net Loss in respect of each occurrence, subject to the limit of liability of this Policy.

In the event of reduction or exhaustion of the aggregate limits of liability under underlying insurance by reason of

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losses paid thereunder such underlying insurances shall for the purposes of this Policy, be deemed to have been reinstated in full notwithstanding anything herein contained to the contrary.

If any loss incurred hereunder is also insured in whole or in part under any excess policy of insurance issued to the Insured prior to the inception date hereof the limits of liability of this Policy shall be reduced by any amounts due the Insured on account of such loss under such prior insurance.

For the purpose of determining the limit of the Company's Liability, all claims made against the Insured for damages specified with coverage (a), (b), or (c) arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

The inclusion hereunder of more than one Insured shall not operate to increase The Company's Limit of Liability.

3. PREMIUMS

The Premium hereunder, payable as scheduled below, shall be the total amount.

INSTALLMENT DATE	AMOUNT DUE		
May 1, 1980	\$446,000.		
TOTAL PREMIUM	\$446.000.		

DEFINITIONS

1. INSURED

The unqualified word "Insured", wherever used in this policy, includes not only the Named Insured but also:

(a) any executive officer, director, stockholder, partner, or employee of the named Insured, while acting in his capacity as such;

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- (b) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as as afforded by this Policy, but only in respect of operations by or on behalf of Named Insured;
- (c) any additional insured (not being the Named Insured under this Policy) included in the Underlying insurances, but not for broader coverage than is available to such additional Insured under any underlying insurances;
- with respect to any land equipment, aircraft or watercraft owned by the Named Insured or hired for use on behalf of the Named Insured, any person while using such land equipment, aircraft or watercraft, and any person or organization legally responsible for the use thereof provided the actual use of the land equipment, aircraft or watercraft is with the permission of the Named Insured. The Insurance extended by this subdivision (d), with respect to any person or organization other than the Named Insured, shall not apply:
 - to any person or organization, or to any agent or employee thereof operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;
 - 2. to any manufacturer of aircraft, engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hanger operator or their respective employees or agents, with respect to any occurrence arising out of the operation thereof.

2. OCCURRENCE

The term "Occurrence", wherever used herein, shall mean one happening or series of happenings, arising out of or due to one event taking place during the term of this Policy, anywhere in the world.

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3. ULTIMATE NET LOSS

The term "Ultimate Net Loss" shall mean the total sum which the Insured becomes obligated to pay by reason of matters set out in Insuring Agreement 1, including adjudicated and compromise settlements and shall include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and legal costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding, however, the salaries of the Insured's permanent employees and general office overheads and also excluding any part of such expenses for which the Insured is covered by other valid and collectible insurance.

4. PERSONAL INJURY

The term "Personal Injury" means bodily injury, sickness, disability, disease or death, shock, mental anguish and mental injury and, except in connection with advertising activities, false arrest, detention or imprisonment, wrongful eviction or wrongful entry, malicious prosecution, humiliation, libel, slander or defamation of character, invasion of rights of privacy, discrimination (other than unfair trade practices) where insurance in connection therewith is not prohibited or held violative of law or public by legislation, court decision or administrative ruling.

5. PROPERTY DAMAGE

The term "Property Damage" means (1) physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom or (2) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an occurrence during the policy period.

6. PRODUCTS HAZARD

The term "Products Hazard" means bodily injury, sickness, disease or death and proerty damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respect

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thereto, but only if the bodily injury, sickness, disease or death or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others.

7. COMPLETED OPERATIONS HAZARD

The term "Completed Operations Hazard" includes bodily injury, sickness, disease or death and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury, sickness, disease or death or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the Named Insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the Named Insured at the site of operations have been completed or,
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury, sickness, disease or death or property damage arising out of:

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- operations in connection with the transportation of property, unless the bodily injury, sickness, disease or death or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof;
- (2) the existence of tools, uninstalled equipment or abandoned or unused materials.

8. ANNUAL PERIOD

The term "Annual Period" means each consecutive period of one year commencing from the inception date of this Policy.

9. AUTOMOBILE

The term "automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

10. AIRCRAFT

The "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

11. AIRCRAFT PRODUCTS

The term "Aircraft Products" means aircraft (including missiles or spacecraft and any ground support or control equipment used therewith), aircraft parts and goods or products installed in or on aircraft or used in connection with aircraft, manufactured, sold, handled or or distributed by the Named Insured or by others trading under the Insured's name. "Aircraft Products" includes tooling used in the manufacture of Aircraft products, and also includes ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering and other data, engineering and other advice and services and labor relating to aircraft products.

12. GROUNDING

The term "Grounding" means the withdrawal, at or about the same time, in the interest of safety, of one or more aircraft from flight operations because of a like condition

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PROTECTED MATERIAL Subject To Protective Order

or suspicion thereof in two or more such aircraft whether such aircraft so withdrawn are owned or operated by the same or different persons, firms or corporations. A grounding shall be deemed to commence on the date of an accident or occurrence which discloses such condition, or on the date an aircraft is first withdrawn from service on account of such condition, whichever first occurs.

EXCLUSIONS

THIS POLICY SHALL NOT APPLY:

- To any claims, suits, costs or expenses arising out of the Pacific Norse Shipping Limited (Pac Norse) operations.
- 2. (a) to indemnify an Insured whose dishonesty or fraud, committed individually or in collusion with others, caused the loss for which that Insured seeks indemnity; nor
 - (b) to indemnify any Insured against claims based upon any intentional noncompliance with any statute or regulation unless such claim(s) be for damages occasioned by actual or alleged bodily injury (fatal or otherwise) or physical loss of, damage to and/or loss of use of tangible property; nor
 - (c) to indemnify any Insured in respect of any criminal fines or criminal penalties incurred through the criminal act of that Insured, except fines and/or penalties recoverable under Coverage 1.A.
- With respect to advertising activities to claims against the Insured:
 - (a) for failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
 - (b) for infringement of registered trademark, service mark or trade name by use thereof as the registered trademark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

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- (c) for incorrect description of any article or commodity;
- (d) for mistake in advertised price.
- 4. To any claim(s) made by any national, state or local government subdivisions or agencies thereof, unless such claim(s) be for damages occasioned by actual or alleged personal and/or bodily injury (fatal or otherwise), physical loss of, damage to and/or loss of use of, tangible property.
- 5. To any claim(s) or suit(s) alleging violation of the anti-trust laws, unfair competition or other acts allegedly in restraint of trade
- 6. To any stockholder's derivative action(s).
- 7. To claims for non-payment or delay in payment of charter hire; non-payment or delay in payment of loans, mortgages, promissory notes, checks, drafts or other evidences of debt.
- 8. To claims for infringement of patent(s); unauthorized use of trademark(s) or trade-mark(s); misappropriation of designs, drawings, process(es) or procedure(s) or to claims based on misappropriation of minerals or non-payment of mineral royalties.
- 9. (a) To loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power or confiscation or nationalization or requisition or destruction of or damage to property or under the order of any government or public or local authority.
 - (b) Nevertheless, this exclusion shall not apply except as provided in (c) below, to liabilities:
 - (i) Arising in connection with vessels owned, chartered, hired or otherwise used by the Insured.

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- (ii) Arising out of property of any kind in transit by land, water or air during such periods as would be covered for full War risks under an insurance covering physical loss of or damage to cargo subject to the Institute War Clauses relevant to the particular form of transit.
- (iii) Arising out of any waterborne operations.
- (iv) To seamen or under Workmen's Compensation Statutes.
- (v) For death of or bodily injury to persons of any kind.
- (c) Notwithstanding the provisions of (b) above, the clause set out in (a) above shall apply to the liabilities set out in (b) above:
 - (i) unless sooner applied under the provisions of (ii) and (iii), automatically upon and simultaneously with the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United States of America, United Kingdom (or any other member of the British Commonwealth), Prance, the Union of Soviet Socialist Republics, the People's Republic of China.

14 days written notice to the Insured, but in no event shall such notice affect or postpone the operation of the provisions of (i) or (iii). Written or telegraphic notice sent to the Insured at his (its) last known address shall constitute a complete notice and such notice mailed or telegraphed to the said Insured, care of the broker who negotiated this insurance, shall have the same effect as if sent to the said Insured direct. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of the operation of the clause set out in (a) above shall be 14 days from midnight of the day on which such notice was mailed or telegraphed as aforesaid. The Company agrees, however, that the clause'set out in (a) above shall not

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apply subject to agreement between the Company and the Insured prior to the aforesaid effective date and hour as to an additional premium and/or new conditions and/or warranties.

(ii) unless sooner terminated under the provisions of (i) or (ii), automatically in respect of an insured vessel if and when such vessel is requisitioned either for title or use, by the Government of the United States or of the country in which the vessel is owned or registered or of the country in which any such right of requisition is vested.

If, subsequent to the agreement of an additional premium is provided by paragraph (ii) above, either the Insured or the Company again elect to exercise the option provided therein or paragraphs (i) or (iii) become operative, pro rata net return of the additional premium paid shall be refunded to the Insured. Such return premium will be paid on demand or as soon thereafter as practicable to do so.

- 10. To Liability or Expenses under the Employers Retirement Income Security Act (ERISA).
- 11. To Liability from ownership, use or operation of drilling rigs, drilling barges, drilling tenders, platforms, but this exclusion shall not apply to craft serving the foregoing such as crew, supply, or utility boats, tenders or tugs;
- 12. Arising out of the conduct of any partnership or joint venture of which Insured is a partner or member and which is not shown in this Policy as a Named Insured. When such a joint venture or partnership of which the Insured is a partner or member is named in this Policy as a Named Insured, this Policy will respond, subject to all terms and conditions, for an amount not exceeding the Insured's liability in such partnership or joint venture;
- 13. To injury to or destruction of:
 - (a) property owned by the Insured,

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- (b) any goods, products or containers thereof manufactured, sold, handled or distributed or work completed by or for the Insured out of which the occurrence arises, or
- (c) real property rented to, occupied or used by or in the care, custody, or control of the Insured to the extent the Insured is required by contract to provide insurance therefor;
- 14. To injury, sickness, disease, death or destruction:
 - (a) with respect to which an Insured under the Policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability, or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization, or
 - (c) resulting from the hazardous proerties of nuclear material, if (2) the nuclear material is at any nuclear facility owned by, or operated by or on behalf or, an Insured or has been discharged or dispersed therefrom; (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or (3) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of service, materials, parts or equipment in connection with the planning, construction, maintenance operation or use of any nuclear facility,

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but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility.

Notwithstanding anything to the contrary contained in this Policy, no liability attaches to the Company for any loss, damage, cost liability, expense, fine or penalty, of any kind or nature whatsoever, whether statutory or otherwise, imposed upon the Insured, arising directly or indirectly in consequence of, or in respect to, the actual or potential release, escape, dispersal, discharge, emission, spillage or leakage of oil, fuel cargo, petroleum products, chemicals or other substances of any kind or nature whatsoever, but this exclusion shall not apply if such release, escape, discharge, spillage, or leakage arises from a sudden and accidental proximate cause. It is further understood and agreed that any coverage provided by this endorsement does not apply to fines, penalties, punitive or exemplary damages resulting from any cause except as provided elsewhere herein.

Coverage, if any, provided by this Policy will apply only if such coverage is also provided in the underlying insurance(s), or apply in excess of the self-insured retention described in Clause 2.(b).

- 19. To any claim for personal injury or property damage arising out of Aircraft Products and/or all sums which any insured shall become legally obligated to pay as damages resulting in or from grounding of any aircraft;
- 20. Except insofar as insurance is available to the Insured in underlying insurance, or subject to a minimum self-insured retention of \$1,000,000 each accident or occurrence, with respect to Liability of the Insured for or arising out of:
 - (a) Products Hazards;
 - (b) Completed Operations Hazards;
 - (c) Contractual Liability;
 - (d) To property owned or occupied by or rented to or used by or in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control;

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- (e) To the ownership, maintenance, operation, use loading or unloading of any aircraft owned, operated by, rented to, or loaned to any Insured or operated by any person in the course of his employment by an Insured;
- (f) The failure of the Insured's products or work completed by or for the Insured to perform the function or serve the purpose intended by the Insured, only if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material, printed instructions prepared or developed, incidental malpractice, error omission, by any assured except with respect to bodily injury or property damage or bodily injury is insured;
- (g) Liability under workers' compensation and/or disability law, or under any similar law. This requirement does not apply to liability of others assumed by the named Insured under contract.

CONDITIONS

A. GEOGRAPHICAL LIMITS

This Policy covers the operations of the Insured anywhere in the world.

B. CROSS LIABILITY

In the event of one of the Insureds incurring liability to any other of the Insureds, this Policy shall cover the Insured against whom claim is or may be made in the same manner as if separate Policies had been issued to each Insured. Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement 2.

C. NOTICE OF OCCURRENCE

Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involved injuries or damages which in the event that the Insured should be held liable, is likely to

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involve this Policy, notice shall be sent to the Insured's Risk Management Department as soon as practicable, provided, however, that failure to notify the Corporate Risk Management Department of any occurrence which at the time of its happenings did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

D. ASSISTANCE AND COOPERATION

The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's Underlying Insurers, or both, in the defense and control of any claim.

E. APPEALS

In the event the Insured or the Insured's Underlying Insurers elect not to appeal a judgment in excess of the Underlying Limit, the Company may elect to make such appeal at their cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the Company for Ultimate Net Loss exceed the amount set forth in Insuring Agreement 2 for any one occurrence and in addition the cost and expense of such appeal, plus the taxable costs and disbursements and interest incidental thereto.

F. BANKRUPTCY OR INSOLVENCY

In the event of bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Company shall not be relieved thereby of the payment of any claim hereunder because of such bankruptcy or insolvency.

G. OTHER INSURANCE

If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by the Policy, other than insurance that is in excess of the Insurance afforded by this Policy, the Insurance afforded by this Policy shall be in excess of

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and shall not contribute with such other Insurance, either as double Insurance or otherwise. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other Insurance.

H. SUBROGATION

The Insured may without prejudice release, prior to the happening of a loss any persons or corporations (including transportation companies) from liability for loss from whatever cause arising to the within described property. Accordingly, these insurances would be without right of subrogation (equitable, or by assignment, express or implied, loan receipt or otherwise). It is further agreed by the Underwriters that all right of subrogation is waived under this Policy against any corporation or corporations whose capital stock or any part thereof is owned or controlled by the Insured at the time of such loss or any corporation, parent or subsidiary to or affiliated with the Insured or any of their affiliated, proprietory, subsidiary or otherwise interrelated companies.

I. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Company until their consent is endorsed hereon.

J. CURRENCY

Unless otherwise stated, the amounts applicable herein are in United States Currency.

K. CONFLICTING STATUTES

In the event that any provision of this Policy is unenforceable by the Insured under the laws of any county, state, or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this Policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

L. ADDITIONAL INSUREDS

Additional Insureds named on underlying insurances are automatically deemed insured hereunder.

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M. INSPECTION AND AUDIT

The company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this Policy, as far as they relate to the subject matter of the insurance.

N. SPECIAL CONDITIONS APPLICABLE TO AGGREGATE LIMITS

Upon notice than any aggregate limit of liability under any underlying insurance has been exhausted, the Insured shall immediately make all reasonable efforts to reinstate such limit. The Insured shall give the Company written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of liability under any underlying insurance, and of the termination of any coverage or exhaustion of any aggregate limit of underlying insurer's policy.

O. LOSS PAYABLE - ACTION AGAINST COMPANY

No action shall lie against the Company with respect to any one occurrence unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this Policy, nor until the amount of the Insured's obligation to pay an amount of ultimate net loss in excess of the underlying or retained limit shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. Nothing contained in this Policy shall give any person or organization any right to join the Company as a party to any action against the Insured to determine the Insured's liability.

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P. AUTOMATIC ACQUISITION CLAUSE

In the event, the Insured acquires any new entity or interest in entity or purchases any additional interest within the Corporation, this Policy shall automatically hold such acquisitions covered. Prompt notice is given to this Company and additional premium may be payable, if any is required.

Q. CANCELLATION

This Policy may be cancelled by the Named Insured by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this Policy written notice stating when not less than 90 days thereafter such cancellation shall be effective. The mailing notice, as previously stated, shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing. Cancellation by either party shall be computed on a pro rata basis. Premium adjustment may be made at the time cancellation becomes effective; but payment or tender of unearned premium is not a condition of cancellation.

R. MAINTENANCE OF UNDERLYING INSURANCE

- (a) It is a condition of this Policy that the underlying policies' limits shall be maintained during the currency of this Policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy.
- (b) Inadvertent failure of the Insured to comply with (a) above or inadvertent failure to notify the Company of any changes in the underlying insurances shall not prejudice the Insured's rights of recovery under this same extent as they would have been had the Insured complied with the said condition.
- (c) In the event of any-underlying War Risks Insurance being cancelled, such cancellation shall simultaneously cancel any applicable excess coverage herein.

9044AP

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PROTECTED MATERIAL Subject To Protective Order

PARTHER SENSES

SCHEDULE OF UNDERLYING INSURANCE

IN CONSIDERATION OF THE FREMIUM CHARGED IT IS UNDERSTOOD AND AGREED THAT THE SCHEDULE OF UNDERLYING INSURANCES ARE WARRANTED TO BE AS FOLLOWS:

FOREIGN LIABILITY	\$1,000,000.00 COMBINED SINGLE LIMIT
CAL - GAS	\$1,000,000.00 OCCURRENCE
	\$5,000,000.00 AGGREGATE
ALL OTHER DOMESTIC	\$1,000,000.00 OCCURRENCE
OPERATIONS	\$5,000,000.00 AGGREGATE

All other terms and conditions remain unchanged ☐ NEW HAMPSHIRE INSURANCE CO Effective date of this endorsement is: MAY 1, 1980 Attached to and forming part of No. 6180-7343 T GRANITE STATE INSURANCE COMPANY C. V. STARR & CO. issued to: DILLINGHAM CORPORATION, ET AL Underwriting Managers Dated-JUNE 24, 1980 12197A (#EV 1/16)

B.O COPY

PROTECTED MATERIAL Subject To Protective Order

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED IS COMPLETED TO READ AS FOLLOWS:

> DILLINGHAM CORPORATION, ITS SUBSIDIARIES, CONTROLLED AFFILIATES, SPONSORED JOINT VENTURES, AND ANY INTER-EST OF DILLINGHAM CORPORATION ET AL, ONLY, IN NON-SPONSORED JOINT VENTURES AND ANY INTEREST NOW OR HEREAFTER CONSTITUTED, OWNED OR CONTROLLED BY DILLINGHAM CORPORATION.

All other terms and conditions remain unchanged

Effective date of this endorsement is: MAY 1, 1980

☐ NEW HAMPSHIRE INSURANCE CO.

Attached to and farming part of No. 6180-7343

M GRANITE STATE INSURANCE COMPANY

issued to: DILLINGHAM CORPORATION, ET AL

C. V. STARR & CO.

Underwriting Managers

Dated

JUNE 24, 1980

ENDT.#1

GSIC 002066

CANCELLATION ALL OTHERS

IT IS HEREBY UNDERSTOOD AND AGREED THAT, EXCEPT FOR NONPAYMENT OF ANY PREMIUM, THE COMPANY SHALL PROVIDE NINETY (90) DAYS NOTICE IN THE EVENT OF CANCELLATION.

All other terms and conditions remain unchanged

Effective date of this endorsement is: MAY 1, 1980

Attached to and forming part of No. 6180-7343

Superior Dillingham corporation, ET AL

Dated JUNE 24, 1980

ENDT.#2

ENDT.#2

By

GSIC 002067

ENDORSEMENT NO. 3

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS AGREED NO COVERAGE IS AFFORDED UNDER THE POLICY FOR MARINE RISK AS LISTED UNDER COVERAGE 1(A) (B).

All other terms and conditions remain unchanged

Effective date of this endorsement is: MAY 1, 1980

☐ NEW HAMPSHIRE INSURANCE CO.

Attached to and forming part of No. 6180-7343

☑ GRANITE STATE INSURANCE COMPANY

issued to: DILLINGHAM CORPORATION, ET AL

C. V. STARR & CO.

Underweiting Managers

Dated

massa / p.pu | 1 - 141

JUNE 24, 1980

ENDT.#3

Ild Then I

PROTECTED MATERIAL Subject To Protective Order

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE POLICY FORM NO. dilgm 1980XX REPLACES FORM 9044AP EFFECTIVE MAY 1, 1980.

All other terms and conditions remain unchanged

Ellective date of this endorsement is:

MAY 1, 1980

PROTECTED MATERIAL

6180-7343 Attached to and farming part of No.

□ NEW HAMPSHIRE INSURANCE CO.

D GRANITE STATE INSURANCE COMPANY

Issued to: DILLINGHAM CORPORATION, ET AL

C. V. STARR & CO. Underwriting Managers

SEPTEMBER 2, 1981 - ENDT. #4 Dated

GJW/vel

Subject To Protective Order

GRANITE STATE INSURANCE COMPANY NEW HAMPSHIRE INSURANCE COMPANY

MANCHESTER, NEW HAMPSHIRE

C. V. STARR & CO.

SEATTLE

PORTLAND

SAN FRANCISCO

LOS ANGELES

CHICAGO

UMBRELLA LIABILITY POLICY

In consideration of the payment of the premium and in reliance upon the statements in the Dectarations made a part hereof and subject to the limits of liability, exclusions, conditions and other terms of this policy, the Company agrees with the assured named in the Declarations and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the company.

INSURING AGREEMENTS

- 1. COVERAGE. The Company hereby agrees, according to the terms and conditions but subject to the limitations hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability.
 - (a) Imposed upon the Assured by law, or
 - (b) Assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential, and expenses, all as more fully defined by the term "ultimate net loss" on account of:

- (i) Personal injuries including death at any time resulting therefrom,
- (ii) Property Damage,
- (iii) Advertising liability,

caused by or arising out of each occurrence happening anywhere in the world.

- II. LIMIT OF LIABILITY. The Company shall only be liable for the ultimate net loss, the excess of either.
- (a) The limits of the underlying insurances as set out in the schedule in respect of each occurrence covered by said underlying insurances, or
- (b) the amount as set out in the declarations as the self-insured retention in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "Underlying Limits"):

and then only up to a further sum as stated in Item 3(a) of the Declarations in all in respect of each occurrence, subject to a limit as stated in Item 3(b) of the Declarations in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatafor non-fatal) by Occupational Disease sustained by any employees of the Assured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurances by reason of losses paid thereunder, this policy shall

- (1) in the event of reduction pay the excess of the reduced underlying limit
- (2) in the event of exhaustion continue in force as underlying insurance, subject to all the terms and conditions of this policy.

The inclusion or addition hereunder of more than one Assured shall not operate to increase the Company's limit of liability.

- III. SUPPLEMENTAL DEFENSE. It is agreed that with respect to any occurrence covered only by the terms and conditions of this policy except for the amount of the self-insured retention as stated in Item 3(c) of the Declarations the Company shall:
 - (a) defend any suit against the Assured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false, or fraudulent; but the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
 - (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the Assured in the event of accident or traffic law violation during the policy period, but without any obligation to apply for or furnish any such bond;
 - (c) pay all expenses incurred by the Company, all costs taxed against the Assured in any such suit and all interest accruing after entry of judgment until the Company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's Lability thereon,

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and the amounts so incurred, except of any permanent employees of the sured or the Company, shall be included in the Ultimate Net Loss in ulting the limit of the Company's liability, and shall not be included in the self-insured retention.

IV. Insuring Agreements I, II, and III shall cease to apply after the applicable limits of the Company's liability has been exhausted by payment of judgments or settlements.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

- 1. ASSURED. The unqualified word "Assured", wherever used in this policy, includes not only the Named Assured but also
 - (a) any officer director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such and any organization or proprietor with respect to real estate management for the Named Assured.
 - (b) any person, organization, trustee or estate to whom the Named Assured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only in respect of operations by or on behalf of the Named Assured or of facilities of the Named Assured or used by them;
 - (c) any additional assured (not being the Named Assured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Assured under any underlying insurances as set out in attached Schedule.
 - (d) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this sub-division (d), with respect to any person or organization other than the Named Assured, shall not apply-
 - to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;
 - (ii) to any manufacturer of aircraft, aircraft engines or aviation accessories, or any aviation sales or service or repair organization or airport hangar operator or their respective employees or agents with respect to any occurrence arising out of the operation thereof,
 - (iii) with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (d) shall not apply if it restricts the insurance granted under sub-division (c) above.
- 2. PERSONAL INJURIES. The term "Personal Injuries" wherever used herein means bodily injury, mental injury mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention malicious prosecution, humiliation, also libel, slander or defamation of character or invasion of rights of privacy except that which arises out of any Advertising activities.
- 3. PROPERTY DAMAGE. The term "Property Damage" wherever used shall mean (1) physical injury to or destruction of tangible property, which occurs during the policy period, including loss of use thereof at any time resulting therefrom; or (2) loss of use of tangible property, which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.
 - 4. ADVERTISING LIABILITY. The term "Advertising Liability" wherever used herein shall mean:
 - (a) Libel, slander or defamation;
 - (b) Any infringement of copyright or of title or of slogan;
 - (c) Piracy or unfair competition or idea misappropriation under an implied contract,
 - (d) Any invasion of right of privacy;

committed or alleged to have been committed in any adevitisment, publicity article, broadcast or telecast and arising out of the Named Assured's Advertising activities.

- 5. OCCURRENCE. The term "Occurrence" wherever used herein shall mean an accident, or a happening, or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.
- 6. ULTIMATE NET LOSS. The term "Ultimate Net Loss" shall mean the total sum which the Assured, or any company as his insurer, or both, become obligated to pay by reason of personal injury, property damage or advertising liability, claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensations, fees, charges and flaw costs, premiums on attachment or appeal bonds interest, expenses for doctors, lawyers, nurses, investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered bereunder excluding only the salaries of the Assured's or of any underlying insurer's permanent exployees.

The Company shall not be liable for expenses as aloresaid when such expenses are included in other valid and collectible insurance.

- 7. AUTOMOBILE. The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semifrailer.
- 8. AIRCRAFT. The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air a rorati designed to transport persons or property
 - 9. PRODUCTS LIABILITY. The term "Products Liability" means
 - 32 Lability arising out of goods or products manufactured, sold, handled, or distributed by the Named Assured others trading under his name if the occurrence occurs after possession of such goods or products has been to

quished to others by the Named Assured or by others trading in his name, are § such occurrence occurs away from premises owned, rented § antrolled by the Named Assured, provide ich goods or products shall be deemed to include any contains, increof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;

- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned, and occurs away from premises owned, rented or controlled by the Named Assured, provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph:
 - (i) pick-up or delivery, except from or onto a railroad car,
 - (ii) the maintenance of vehicles owned or used by or onbehalf of the Assured.
 - (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.
- 10. ANNUAL PERIOD. The term "each Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.
- 11. AIRCRAFT PRODUCTS, "Aircraft Products" means Aircraft (including missites or spacecraft and any ground support or control equipment used therewith), Aircraft parts and goods or products installed in or on Aircraft or used in connection with Aircraft manufactured, sold, handled or distributed by the Named Assured or by others trading under the Assured's name. "Aircraft Products" includes tooling used in the manufacture of Aircraft products, and also includes ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering and other data, engineering and other advice and services and labor relating to aircraft products.
- 12. GROUNDING. "Grounding" means the withdrawal, at or about the same time, in the interest of safety, of one or more Aircraft from flight operations because of a like condition or suspicion thereof in two or more such Aircraft whether such aircraft so withdrawn are owned or operated by the same or different persons, firms or corporations. A grounding shall be deemed to commence on the date of an accident or Occurrence which discloses such condition, or on the date an Aircraft is first withdrawn from service on account of such condition, whichever first occurs.

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This policy shall not apply:

- A. to any obligation for which the Assured or any company as its insurer may be held liable under any Workers' Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Assured under contract or agreement;
- B. to claims made against the Assured:
 - for repairing or replacing any defective product or products manufactured, sold or supplied by the Assured or any defective part or parts thereof, nor for the cost of such repair or replacement;
 - 2. for the loss of use of any such defective product or products or part or parts thereof;
 - for improper or inadequate performance, design or specification; but nothing herein contained shall be construed to exclude claims made against the Assured for personal injuries or property damage (other than damage to a product of the Assured) resulting from improper or inadequate performance, design or specification;
- C. with respect to advertising activities, to claims made against the Assured for.
 - failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
 - infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles of stogans;
 - 3. incorrect description of any article or commodity;
 - mistake in advertised price;
- D. except in respect to occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Assured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalization, requisition, destruction of, damage to properly by or under the order of any government or public or local authority;
- E. to any claim based upon the Assured's failure to comply with the federal "Employee Retirement Income Security Act of 1974", or any amendment thereto;
- F. to any claim for personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, tumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, other irritants, contaminants or pollutants into or upon lands, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- G. to any claim for personal injury or property damages arising out of Aircraft Products and/or all sums which any assured shall become legally obligated to pay as damages resulting in or from grounding of any aircraft;
- H. to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination of humiliation because of race, creed, sex, age, color, national origin or sexual preference.

Except to the extent that coverage is available to the Assured in the underlying insurances as set out in the attached

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- I. to liability of any Assured he Charlor for assault and battery committed by or Atraction of such Assured except liability for Personal Injury (2), the resulting from any act alleged to be that the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing personal injury or properly damage, it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion A above:
- J with respect to any aircraft owned by the Assured except liability of the Named Assured for aircraft not owned by them it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion Alabove;
- K with respect to any watercraft owned by the Assured, while away from premises owned, rented or controlled by the Assured, except liability of the Named Assured for watercraft not owned by them, it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion Alabove;
- L to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment.
- M to punitive or exemplary damages awarded against any Assured.

NUCLEAR INCIDENT EXCLUSION CLAUSE LIABILITY — DIRECT (BROAD) THIS POLICY DOES NOT APPLY TO ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE:

- with respect to which an Assured under the policy is also an Assured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear insurance Association of Canada, or would be an Assured under any such policy but for its termination upon exhaustion of its limit of liability; or
- 2. resulting from the hazardous properties of nuclear material and with respect to which
 - (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) the Assured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- 3. resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an Assured or (ii) has been discharged or dispersed therefrom; or
 - (b) the nuclear material is contained in spentifuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Assured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Assured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this sub-paragraph (c) applies only to injury to or destruction of property at such nuclear facility.

As used herein "hazardous properties" includes radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor, "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under sub-paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Assured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operation; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property;
- 4. with respect to the liability arising outside the United States of America, its Territories or Possessions, Pueno Rico or the Canal Zone, to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS

A. PREMIUM. Unless otherwise provided for the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Conditions 8 and P

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- B. ADDITIONAL ASSUREDS. In the event of additional assureds being added to the coverage under the Underlying Insurances during currency has prompt notice shall be given to the Com. To hereon and, if an additional premium has been charged for such action on the Underlying Insurances, the Company shall be entitled to charge an appropriate additional premium hereon.
- C. PRIOR INSURANCE NON CUMULATION OF LIABILITY. It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof, the limit of liability hereon as stated in Item 3 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy, in the event that personal injury or properly damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy, the Company will continue to protect the Assured for liability in respect of such occurrence without payment of additional premium.

- D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE. As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Assured, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the occurrence for which claim is made hereunder.
- E. INSPECTION AND AUDIT. The Company shall be permitted, but not obligated, to inspect the Assured's property and operations at any time. Neither the Company's right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking on behalf of, or for the benefit of, the Assured or others, to determine or warrant that such property or operations are safe and healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Assured's books and records at any time during the policy period and extensions thereof, and within three years after the final termination of this policy or within one year after final settlement of all claims arising out of personal injury or properly damage which occur during the period of this policy as far as they relate to the subject matter of this insurance.

F. CROSS LIABILITY. In the event of claims being made by reason of personal injuries, suffered by any employee or employees of one Assured hereunder, for which another Assured hereunder is, or may be liable, then this policy shall cover such Assured against whom a claim is made, or may be made, in the same manner as if separate policies had been issued to each Assured hereunder.

In the event of claims being made by reason of damage to properly belonging to any Assured hereunder, for which another Assured is, or may be liable, then this policy shall cover such Assured against whom a claim is made, or may be made, in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement II.

- G. NOTICE OF OCCURRENCE. Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages, which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 4 of the declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which, at the time of its happening, did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.
- H. ASSISTANCE AND CO-OPERATION. The Company shall not be called upon to assume charge of the settlement or defense of any claim made, or suit brought, or proceeding instituted against the Assured, but the Company shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve the Company; in which event the Assured and the Company shall cooperate in all things in the defense of such claim, suit or proceeding.
- I. APPEALS. In the event, the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto; but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in Insuring Agreement II for any one occurrence, and in addition the cost and expense of such appeal.
- J. LOSS PAYABLE. Liability under this policy with respect to any occurrence shall not attach unless and until the Assured, or the Assured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Assured shall make a definite claim for any loss for which the Company may be liable under the policy within twelve (12) months after the Assured shall have paid an amount of ultimate net loss in excess of the amount borne by the Assured or after the Assured's liability shall have been fixed and rendered certain, either by finally judgment against the Assured after actual trial or by written agreement of the Assured, the claimant, and the Company If any subsequent payments shall be made by the Assured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.
- K. BANKRUPTCY AND INSOLVENCY. In the event of the bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Company shall not be relieved thereby of the payment of any claims because of such bankruptcy or insolvency.
- L. OTHER INSURANCE. If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.
- M. SUBROGATION. Inasmuch as this policy is "Excess Coverage", and the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company, it is, therefore understood and agreed that in case of any payment hereunder, the Company will act in concert with all other interests (including the Assured) con-

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cerned in the exercise of such rig. Trecovery The apportioning of any amount which may be so recovered shall follow the principle that any interests (illustrating the Assured) that shall have paid an unbount over and above any payment hereunder shall first be reimbursed up to the amount paid by them, the Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly the interests (including the Assured) of whom this coverage is excess are entitled to claim the residue, if any Expenses necessary to the recovery of any such amounts shall be appointed between the interests (including the assured) concerned in the ratio of their respective recoveries as finally settled.

- N. CHANGES. Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any right under the terms of this policy nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by the Company
- O. ASSIGNMENT. Assignment of interest under this policy shall not bind the Company unless and until their consent is endorsed hereon.
- P. CANCELLATION. This policy may be cancelled by the Named Assured or by the Company by mailing written notice to the other party stating when not less than thirty (30) days thereafter, cancellation shall be effective. The making of notice as aloresaid by the Company to the Named Assured at the address shown in this policy shall be sufficient proof of notice and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Company shall be equivalent to mailing.

It is agreed that, irrespective of any other terms or conditions contained in this policy or endorsements attached thereto, this policy may be cancelled by the Company for non-payment of any unpaid portion of the premium by detivering to the Named Assured or by sending to the Named Assured by registered mail, at the Named Assured's address as shown herein, not less than ten (10) days, written notice stating when the cancellation shall be effective.

If this policy shall be cancelled by the Named Assured, the Company shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Company, the Company shall retain the pro-rata proportion of the premium for the period this policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.

- Q. CURRENCY. The premiums and losses under this policy are payable in the currency stated in Item 5 of the Declarations, Payment of Premium shall be made as stated in Item 6 of the Declarations.
- R. CONFLICTING STATUS. In the event that any provision of this policy in unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute.
- S. MAINTENANCE OF UNDERLYING INSURANCES. It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full force during the currency of this policy except for any reduction of the aggregate limit or limits contained therein, solely by payment of claims in respect of accidents and/or occurrences during the period of this policy. Failure of the Assured to comply with the foregoing shall not invalidate this policy; but in the event of such failure, the Company shall only be liable to the same extent as they would have been had the Assured compiled with the said condition.

Sassasa

President

C. V. STARR & CO.
UNDERWRITING MANAGERS

GSIC 002075



GR. NITE STATE INSUR, NCE COMPANY □ NEW HAMPSHIRE INSURANCE COMPANY

MANCHESTER, NEW HAMPSHIRE

C. V. STARR & O

UNDERWRITING MANAGERS

SAN FRANCISCO SEATTLE LOS ANGELES PORTLAND CHICAGO

UMBRELLA LIABILITY POLICY DECLARATIONS

Renews 5177-0562

DILLINGHAM CORPORATION, ET AL

6178 - 5094

ITEM 1(a) Named Assured:

(AS PER POLICY FORM ATTACHED)

(b) Address of Named Assured: 1990 NORTH CALIFORNIA BLVD., SUITE 930

WALNUT CREEK, CALIFORNIA 94596

This Declaration page, with policy provisions and endorsements, if any, issued to form a part thereof, completes the above numbered Umbrella Liability Policy.

(12:01) A.M. Standard Time at the Address of the Named Assured Stated Above.

ITEM 3 Limit of Liability - as Insuring Agreement II.

(a) Limit in all in respect of each occurrence

\$ 5,000,000.

To

MAY 1, 1979

(b) Limit in the aggregate for each annual period where applicable

\$ 5,000,000.

(c) Self Insured Retention

ITEM 2 Policy Period: From MAY 1, 1978

100,000.

ITEM 4 Notice of Occurrence (Condition G) to: C.V. Starr & Co., THREE EMBARCADERO CENTER

SAN FRANCISCO, CALIFORNIA 94111

ITEM 5 Currency (Condition Q): U.S. Dollars

ITEM 6 Payment of Premium (Condition Q) to: C.V. Starr & Co.

ITEM 7 Premium Computation:

Rating Basis

Estimated Exposure

Estimated Premium

Rate

FLAT

Minimum Premium

Audit Period

Deposit Premium \$ 450,000.

\$ 450,000.

JNE 27, 1978 TPK/88

CVS 1116

C.V. STARR & CO.

GSIC 002078

GRANITE STATE INSURANCE COMPANY EXCESS LIABILITY POLICY NO. 6178-5094

DECLARATIONS

ITEM	I.	ASSURED:	DILLINGHAM CORPORATION, A HAWAIIAN CORPORATION, AS IT NOW EXISTS OR AS IT MAY EXIST HEREAFTER, AND ANY ENTITY FINANCIALLY OWNED OR CONTROLLED THEREBY: AND ALL OTHER ENTITIES FOR WHICH ANY OF THE FOREGOING MAY BE RESPONSIBLE
ITEM	II.	ADDRESS:	1990 NO. CALIFORNIA BOULEVARD, SUITE 930 WALNUT CREEK, CALIFORNIA 94596
ITEM	III.	POLICY PERIOD:	MAY 1, 1978 TO MAY 1, 1979 BOTH DAYS AT 12:01 A.M. (PACIFIC STANDARD TIME)
ITEM	IV.	LIMIT OF LIABILITY:	A) \$5,000,000. EACH OCCURRENCE B) \$5,000,000. AGGREGATE
ITEM	٧.	PREMIUM:	\$450,000 FLAT ANNUAL

DILLINGHAM CORPORATION EXCESS LIABILITY INSURANCE

ARTICLE I

COVERAGE

Insurer hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to pay on behalf of the Insured all sums which the Insured shall be obligated to pay by reason of liability imposed upon the Insured by law, or liability assumed by the Insured under contract or agreement, and all damages, direct or consequential, and expenses, all as more fully defined by the term "ultimate net loss," on account of personal injuries, including death at any time resulting therefrom, and property damage, caused by or arising out of each occurrence happening during the policy period.

ARTICLE II

LIMIT OF LIABILITY

Insurer's limit of liability for Personal Injury or Property Damage or both combined shall be only for the ultimate net loss the excess of either;

- The limits of the underlying insurance as set out in the schedule attached to this policy in respect of each occurrence covered by said underlying insurance, or
- 2. \$100,000 ultimate net loss in respect of each occurrence not covered by said underlying insurance, (hereinafter called the "underlying limits"),

And then only up to a further sum as stated in Item IV (a) of the Declarations Form DC-001 in all in respect of each occurrence —(subject to a limit as stated in Item IV (b) of the Declarations Forms DC-001 in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by occupational diseases sustained by any employees of the Assured and in respect of Errors or Omissions Liability.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy subject to all the terms, conditions and definitions hereof shall in the event of reduction pay the excess of the reduced underlying limit or in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Insurer's limit of liability.

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ARTICLE III

DEFINITIONS

- INSURED The unqualified word "Insured," wherever used in this policy includes not only the Named Insured but also:
 - (a) Any executive officer, director, stockholder, or employee of the Named Insured, while acting in his capacity as such; and any organization or proprietor with respect to real estate management for the Named Insured;
 - (b) Any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a contract or by virtue of any agreement to provide insurance such as is afforded by this policy;
 - (c) With respect to any automobile or aircraft used by or on behalf of the Named Insured, any person while using such automobile or aircraft and any person or corporation legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured;
 - (d) Any interest covered as an additional Insured under any underlying insurances arranged by the Named Insured or any affiliated corporation as herein defined and then only to the extend and/or amount agreed to by the Insured and such other interest;
 - (e) Any sponsored joint venture formed after February 16, 1965;
 - (f) Any entity which is proprietary or subsidiary to, affiliated or associated with the Named Insured from the date of the acquisition of interest, association or affiliation.
- 2. PERSONAL INJURY The term "Personal Injury" wherever used herein, shall mean, but not by way of limitation: bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution, racial or religious discrimination not committed at the direction of the Insured, humiliation, invasion of rights of privacy, libel, slander, defamation of character, malpractice (which includes error, mistake or omission) on the part of any physician, nurse, nurse's aid, first aid attendant or similar professional practitioners while acting within the scope of their duties as such in the employment of the Named Insured; also, piracy and any infringement of copyright, title or slogan or of property or contract rights committed or alleged to have been committed in the conduct of the Insured's advertising activities.
- PROPERTY DAMAGE The term "Property Damage" wherever used herein, shall mean (but not by way of limitation, except as provided herein), injury to, damage to or destruction of property, including loss of use and all other indirect and consequential loss or damage for which legal liability exists or may exist, but such term shall not include liability of the Insured (a) arising out of failure to perform or default under any contract or undertaking or (b) which guarantees the performance of any contract or undertaking.

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- 4. OCCURRENCE The word "occurrence" wherever used herein shall mean, but not by way of limitation, an event or a continuous or repeated exposure to conditions which results in personal injury or property damage. All such injuries or damages arising out of exposure to substantially the same general conditions shall be considered to be one occurrence.
- 5. ULTIMATE NET LOSS The term "ultimate net loss" means the total sum which the Insured or any company as his Insurer, becomes obligated to pay by reason of Personal Injury or Property Damage Liabilities, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages and compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Named Insured.

The Insurer shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

- 6. AUTOMOBILE The word "automobile" wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.
- 7. AIRCRAFT The word "aircraft" wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.
- 8. VESSEL The word "vessel" wherever used herein, shall mean any structure used, or capable of being used, for transportation upon water.
- 9. AFFILIATED COMPANY the term "affiliated company" wherever used herein, shall mean a corporation of which more than 50% of the voting shares are owned directly or indirectly by Dillingham Corporation or any of its subsidiary corporations including any vessel or vessels owned by any or all of them.

ARTICLE IV

EXCLUSIONS

This policy shall not apply, except insofar as coverage is available to the Insured under the underlying insurance, or would have been available to the Insured under the underlying insurance if underlying insurance as set out in the schedule attached had been maintained at the time of an occurrence:

To assault and battery if committed by or at the direction of the Insured,
 excepting that this exclusion shall not apply to personal injury or death
 resulting from any act of the Insured, alleged to be assault and battery,
 committed for the purpose of preventing or eliminating danger or protect ing persons or property;

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- Claims made against the Insured:
 - (a) For repairing or replacing any defective product or products manufactured, sold or supplied by the Insured or any defective part or parts thereof nor for the cost of such repair or replacement;
 - (b) For breach of professional duty made against the Insured by reason of any negligent act, error or omission on the part of the Insured arising out of the Insured's capacity as a professional architect, engineer or real estate agent;
 - (c) For infringement of patent.
- Claims and suits made alleging violation of the anti-trust laws, unfair competition or other acts allegedly in restraint of trade;
- 4. With respect to Advertisers Liability Insurance afforded herein, this policy shall not apply to claims against the Insured:
 - (a) For failure of performance of contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);
 - (b) By advertising agents of the Insured;
 - (c) For infringement of trade-mark or trade-name by use thereof as the trade-mark of trade-name on goods as advertised:
 - (d) For incorrect description of any article or commodity;
 - (e) For mistake in advertised price.
- 5. For any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- 6. (a) All Protection and Indemnity risks of whatsoever nature including, but not limited to, those covered by the underlying Protection and Indemnity Insurances or which are absolutely or conditionally undertaken by the Steam Ship Mutual Underwriting Association (Bermuda) Limited;
 - (b) General Average, Collision Liabilities, Salvage, Salvage Charges and Sue and Labor arising from any cause whatsoever and also other Marine Liabilities which are absolutely or conditionally underwritten by the Ocean Marine Departments of insurance companies or Lloyd's Marine Underwriters.
- 7. To liability for injury to or destruction of leased or rented equipment, or property in the custody of the Insured which is to be installed, erected or used in construction by the Insured, or that particular part of any property upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations.

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ARTICLE V

CONDITIONS

- SEVERABILITY OF INTERESTS:
 - (a) The word "Insured" is used severally and collectively, but the inclusion of more than one Insured shall not operate to increase the limits of the Company's liability:
 - (b) The personal pronouns used in this policy referring to the Insured shall apply irrespective of number or gender;
 - (c) In the event of injury to an employee of one or more Insureds, this policy shall cover any Insured not employing the person so injured in the same manner and to the same extent as though separate policies had been issued to each Insured;
 - (d) In the event of injury to one or more Insureds, for which another Insured is or may be held liable, this policy shall cover such Insured against whom claim is made or may be made in the same manner and to the same extent as though separate policies had been issued to each Insured;
 - (e) In the event of damage to property owned by or in the care, custody or control of, or carried on or in any vehicle in the charge of any one or more Insured, for which another Insured is or may be held liable, this policy shall cover such Insured against whom claim is made or may be made in the same manner and to the same extent as though' separate policies had been issued to each Insured;
 - (f) Any act or omission on the part of any Insured under this policy shall not prejudice the interest of any other Insured under this policy.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II.

- 2. NOTICE OF OCCURRENCE Whenever the Risk Manager of the Insurance Department, Dillingham Corporation, has information from which it may reasonably be concluded that an occurrence covered hereunder is likely to involve this policy, notice shall be sent as stated in the Declarations to C. V. Starr & Co., Three Embarcadero Center, San Francisco, California 94111, as soon as practicable, provided however that failure to notify the above firm of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would have given rise to claims hereunder, shall not prejudice such claims.
- 3. ASSISTANCE & COOPERATION The Insured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be necessary at the time of accident.

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4. APPEALS - In the event the Insured or Insured's underlying insurance elects not to appeal a judgment involving the Insurer hereon, Insurer may elect to make such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of Insurer for ultimate net loss exceed the amount set forth in Article II for any one occurrence plus the cost and expenses of such appeal.

5. ACTION AGAINST THE COMPANY:

- (a) No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company;
 - (b) Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant against the Insured to determine the Insured's liability.
- 6. BANKRUPTCY & INSOLVENCY In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Insurer shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.
- 7. SUBROGATION Inasmuch as this policy is "excess coverage", the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Insurer. It is, therefore, understood and agreed that in case of any payment hereunder, the Insurer will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. Any net recovery, i.e., gross recovery less expenses incurred in effecting such recovery (excluding only salaries of Insured's employees) shall be apportioned among the interests concerned (including the Insured) in the ratio that their portion of the "ultimate net loss" bears to the total "ultimate net loss."

It is further understood and agreed that the Insurer shall have no right to be subrogated to or to require assignment of the Insured's right or rights of recovery against any of the Insured's subsidiary or affiliated or associated companies or corporations or against the directors, officers, employees or members of their families.

Subject to permissions granted herein, the Insurer shall be subrogated to the extent of any payment made, to any right of recovery not waived in writing prior to the loss by the Insured against any third person, corporation, vessels or interest arising out of or connected with the loss or damage with respect to which such payment is made except as follows:

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- (a) The Insurer hereby waives all rights of subrogation against any vessel or craft including aircraft owned or chartered by the Insured or by any subsidiary or affiliated company of the Insured, but then only as respects their activities directly on behalf of the Insured's operations insured hereunder:
- (b) The Insurer hereby waives all rights of subrogation against any person or persons, corporation or company who by contract, whether oral or written, joins the Insured as a co-participant, in any of the Insured's operations insured hereunder and against any vessel or craft, including aircraft, owned or chartered by such party, but then only as respects their activities directly on behalf of the operation insured hereunder in which such party has joined the Insured.
- 8. CHANGES Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop Insurer or the Insured from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Insurer.
- 9. CANCELLATION This policy may be cancelled by the Named Insured by surrender thereof to the Insurer or any of its authorized representatives, or by mailing to the Insurer written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Insurer by mailing to the Risk Manager of the Insurance Department, Dillingham Corporation, 1990 North California Boulevard, Suite 930, Walnut Creek, California 94596, written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Insurer shall be equivalent to mailing. If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Insurer cancels, earned premium shall be computed pro rata.
- 10. CURRENCY The premium and losses under this policy are payable in United States currency, and wherever the word "dollars" or the symbol "\$" appears herein, it is deemed to mean United States dollars.
- 11. CONFLICTING STATUTES In the event that any provision of this policy is unenforceable by the Insured under the laws of any state or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.
- 12. JURISDICTION In the event of any dispute arising under this policy between the Insurer and the Insured with respect to the interpretation and construction of this policy, such dispute shall be litigated exclusively in accordance with the law of the State of California, United States of America.

The Insurer and the Insured agree to submit to the jurisdiction of the State of California and will comply with all requirements necessary to give such court jurisdiction.

GSIC 002086

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13. DEFENSE - In the event there be no underlying insurance against loss or claim covered by this policy, the Insurer agrees to defend in its name and behalf any suit against the Insured alleging Personal Injury, including death at any time resulting therefrom, or Property Damage and seeking damages on account thereof or seeking damages by reason of a contract under which the Insured assumed or is alleged to have assumed liability of others therefor, even if such suit is groundless, false or fraudulent; but the Insurer shall have the right to make such investigation, negotiation and settlement of any such claim or suit as may be deemed expedient by the Insurer.

14. -MAINTENANCE OF UNDERLYING INSURANCE:

- (a) It is a condition of this policy that the policy or policies referred to in the attached *Schedule of Principal Underlying Insurance* shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences, occurring during the period of such underlying insurance;
- (b) Failure of the Insured to comply with (a) above or failure to notify underwriters of any changes in the underlying insurance shall not prejudice the Insured's rights of recovery under this policy but in the event of such failure; underwriters to be liable only to the same extent as they would have been had the Insured complied with the said condition.
- 15. OTHER INSURANCE If other valid and collectible insurance with any other Insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

Effective date of this policy is: May 1, 1978

Attached to and forming part of Policy No. 6178-5094

Issued to: DILLINGHAM CORPORATION, ET AL.

GRANITE STATE INSURANCE COMPANY

C. V. STARR & CO. Underwriting Manag

Dated: May 30, 1978

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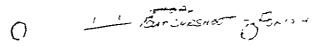
DILLINGHAM CORPORATION SCHEDULE OF PRINCIPAL UNDERLYING INSURANCE - NON-MARINE LIABILITIES APPLICABLE 5/1/78

Coverage	Limit
Comprehensive General & Automobile Liability (Domestic)	\$1,000,000 combined single limit per occurrence Bodily Injury, Personal Injury or Property Damage; \$5,000,000 annual aggregate where aggregate limits apply in underlying policy form
Comprehensive General & Automobile Liability (Canada)	\$1,000,000 combined single limit per occurrence Bodily Injury, Personal Injury or Property Damage; \$5,000,000 annual aggregate where aggregate limits apply in underlying policy form
Comprehensive General & Automobile Liability (Foreign)	\$1,000,000 combined single limit per occurrence Bodily Injury, Personal Injury or Property Damage; \$2,000,000 annual aggregate where applicable
Comprehensive General & Automobile Liability (California Liquid Gas Corporation only)	\$10,000,000 combined single limit per occurrence Bodily Injury, Personal Injury or Property Damage
Non-Owned Aircraft Liability (Domestic & Foreign)	\$1,000,000 combined single limit per occurrence Bodily Injury and Property Damage, including passenger hazard
Owned Aircraft Liability (California Liquid Gas Corporation only)	\$5,000,000 combined single limit per occurrence Bodily Injury and Property Damage, including passenger hazard
Airport Liability (Dillingham Corporation of Australia only)	\$1,000,000 combined single limit per occurrence Bodily Injury and Property Damage
Excess Workers' Compensation & Employers Liability (Qualified Self-Insured Entities)	\$1,000,000 per occurrence less self-insured retentions.
Employers Liability (Non-Qualified Self-Insured Entitles)	\$1,000,000 per accident; \$1,000,000 aggregate on disease

DILLINGHAM CORPORATION SCHEDULE OF PRINCIPAL UNDERLYING INSURANCE - NON-MARINE LIABILITIES APPLICABLE 5/1/78

Coverage	<u>Limit</u>				
Architects & Engineers Professio (Simpson Construction Management	\$5,000,000 per	claim;	\$5,000,000	annual	aggregate
Real Estate Agents Errors or Om	\$1,000,000 per	claim;	\$1,000,000	annua 1	aggregate

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☐ GRANITE STATE INSURANCE COMPANY ☐ NEW HAMPSHIRE INSURANCE COMPANY

C. V. STARR & CO.

UNDERWRITING MANAGERS

SAN FRANCISCO SEATTLE LOS ANGELES PORTLAND CHICAGO

UMBRELLA LIABILITY POLICY

In consideration of the payment of the premium, and in reliance upon the statements in the Declarations made a part hereof and subject to the limits of liability, exclusions, conditions and other terms of this policy, the Company agrees with the assured named in the Declarations as follows:

INSURING AGREEMENTS

- I. COVERAGE. The Company hereby agrees, according to the terms and conditions but subject to the limitations hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability
- (a) Imposed upon the Assured by law,

or

(b) Assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential, and expenses, all as more fully defined by the term "ultimate net loss" on account of:

- (i) Personal injuries including death at any time resulting therefrom,
- (ii) Property Damage,
- (iii) Advertising liability,

caused by or arising out of each occurrence happening anywhere in the world.

- II. LIMIT OF LIABILITY. The Company shall only be liable for the ultimate net loss the excess of either
- (a) the limits of the underlying insurances as set out in the schedule in respect of each occurrence covered by said underlying insurances,

or

(b) the amount as set out in the declarations as the self-insured retention in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "Underlying Limits"):

and then only up to a further sum as stated in Item 3(a) of the Declarations in all in respect of each occurrence—subject to a limit as stated in Item 3(b) of the Declarations in the aggregate for each annual period during the currency of this F...cy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurances by reason of losses paid thereunder, this policy shall

- (1) in the event of reduction pay the excess of the reduced underlying limit
- (2) in the event of exhaustion continue in force as underlying insurance, subject to all the terms and conditions of this policy.

The inclusion or addition hereunder of more than one Assured shall not operate to increase the Company's limit of liability.

- III. SUPPLEMENTAL DEFENSE. It is agreed that with respect to any occurrence covered only by the terms and conditions of this policy except for the amount of the self-insured retention the Company shall
 - (a) defend any suit against the Assured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company may make such investigation, negotiation and settlement of any claim or suit as It deems expedient;
 - (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the Assured in the event of accident or traffic law violation during the policy period, but without any obligation to apply for or furnish any such bond;
 - (c) pay all expenses incurred by the Company, all costs taxed against the Assured in any such suit and all interest accruing after entry of judgement until the Company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon:

and the amounts so incurred, except salaries of any permanent employees of the Assured or the Company, shall be included in the Ultimate Net Loss in computing the limit of the Company's liability but shall not be payable in addition to the limit of the Company's liability, and shall not be included in the self-insured retention.

GSIC 002090

PROTECTED MATERIAL Subject To Protective Order

Insuring Agreements I, II, and III shall asse to apply after the applicable limits of the impany's liability has been exhausted by payment of judgements or settlements.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

- 1. ASSURED. The unqualified word "Assured", wherever used in this policy, includes not only the Named Assured but also
 - (a) any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Assured;
 - (b) any person, organization, trustee or estate to whom the Named Assured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only in respect of operations by or on behalf of the Named Assured or of facilities of the Named Assured or used by them;
 - (c) any additional assured (not being the Named Assured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Assured under any underlying insurances as set out in attached Schedule;
 - (d) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this sub-division (d), with respect to any person or organization other than the Named Assured, shall not apply -
 - to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof:
 - to any manufacturer of aircraft, aircraft engines or aviation accessories, or any aviation sales or service or repair
 organization or airport or hangar operator or their respective employees or agents with respect to any occurrence
 arising out of the operation thereof;
 - 3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (d) shall not apply if it restricts the insurance granted under sub-division (c) above.
- 2. PERSONAL INJURIES. The term "Personal Injuries" wherever used herein means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, humiliation, also libel, slander or defamation of character or invasion of rights of priyacy, except that which arises out of any Advertising activities.
- 3. PROPERTY DAMAGE. The term "Property Damage" wherever used shall mean (1) physical injury to or destruction of tangible property, which occurs during the policy period, including loss of use thereof at any time resulting therefrom; or (2) loss of use of tangible property, which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.
 - 4. ADVERTISING LIABILITY. The term "Advertising Liability" wherever used herein shall mean:
 - (a) Libel, slander or defamation;
 - (b) Any infringement of copyright or of title or of slogan;
 - (c) Piracy or unfair competition or idea misappropriation under an implied contract;
 - (d) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Assured's Advertising activities.

- 5. OCCURRENCE. The term "Occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurance.
- 6. ULTIMATE NET LOSS. The term "Ultimate Net Loss" shall mean the total sum which the Assured, or any company as his insurer, or both, become obligated to pay be reason of personal injury, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds; interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Assured's or of any underlying insurer's permanent employees.

The Company shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance,

- 7. AUTOMOBILE. The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.
- 8. AIRCRAFT. The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.
 - 9. PRODUCTS LIABILITY, The term "Products Liability" means
 - (a) Liability arising out of goods or products manufactured, sold, handled, or distributed by the Named Assured or by others trading under his name if the occurrence occurs after possession of such goods or products has been relinquished to others by the Named Assured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Named Assured provided such goods or products shall be deemed to include any container thereof, other than a venicle but shall not include any vending machine or any property, other than such container rented to or located for use of others but not sold:

- (b) Liability arising out of operations, if the occurrence occurs after such operation have been completed or abandoned and occurs away from premises owned, rented or controlled by the Named Assured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph:
 - (i) pick-up or delivery, except from or onto a railroad car,
 - (ii) the maintenance of vehicles owned or used by or in behalf of the Assured,
 - (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.
- 10, ANNUAL PERIOD. The term "each Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.
- 11. AIRCRAFT PRODUCTS. "Aircraft Products" means Aircraft (including missiles or spacecraft and any ground support or control equipment used therewith), Aircraft parts and goods or products installed in or on Aircraft or used in connection with Aircraft, manufactured, sold, handled or distributed by the Named Assured or by others trading under the Assured's name. "Aircraft Products" includes tooling used in the manufacture of Aircraft products, and also includes ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering and other data, engineering and other advice and services and labor relating to aircraft products.
- 12. GROUNDING. "Grounding" means the withdrawal, at or about the same time, in the interest of safety, of one or more Aircraft from flight operations because of a like condition or suspicion thereof in two or more such Aircraft whether such aircraft so withdrawn are owned or operated by the same or different persons, firms or corporations. A grounding shall be deemed to commence on the date of an accident or Occurrence which discloses such condition, or on the date an Aircraft is first withdrawn from service on account of such condition, whichever first occurs.

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This policy shall not apply:

- A. to any obligation for which the Assured or any company as its insurer may be held liable under any Workmen's compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Assured under contract or agreement;
- B. to claims made against the Assured:
 - for repairing or replacing any defective product or products manufactured, sold or supplied by the Assured or any defective part or parts thereof nor for the cost of such repair or replacement;
 - 2. for the loss of use of any such defective product or products or part or parts thereof;
 - 3. for improper or inadequate performance, design or specification; but nothing herein contained shall be construed to exclude claims made against the Assured for personal injuries or property damage (other than damage to a product of the Assured) resulting from improper or inadequate performance, design or specification;
- C. with respect to advertising activities, to claims made against the Assured for:
 - failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
 - infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
 - 3. incorrect description of any article or commodity;
 - mistake in advertised price;
- D. except in respect of occurrences taking place in the United States of America, its territories or possession, or Canada, to any liability of the Assured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- E. to any claim based upon the Assured's failure to comply with the federal "Employee Retirement Income Security Act of 1974", or any amendment thereto;
- F. to any claim for personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- G. to any claim for personal injury or property damage:
 - with respect to which an Assured under the policy is also an Assured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability; Underwriters or Nuclear Insurance Association of Canada, or would be an Assured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - 2. resulting from the hazardous properties of nuclear material and with respect to which
 - (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) the Assured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization or

- resulting from the hazardb pi properties of nuclear material, if
 - (a) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an Assured or (ii) has been discharged or depensed therefrom; or
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Assured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Assured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this sub-paragraph (c) applies only to injury to or destruction of property at such nuclear facility.

As used herein "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under sub-paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spect fuel, or (iii) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Assured at the premises where such equiment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operation; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property;
- (iv) with respect to liability arising outside the United States of America, its Territories or Rossessions, Puerto Rico or the Canal Zone, to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- H. to any claim for personal injury or property damage arising out of Aircraft Products and/or all sums which any assured shall become legally obligated to pay as damages resulting in or from grounding of any aircraft;
- to any liability arising our of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, sex, age, color or national origin.

Except to the extent that coverage is available to the Assured in the underlying insurances as set out in the attached Schedule, this policy shall not apply:

- J. to liability of any Assured hereunder for assault and battery committed by or at the direction of such Assured except liability for Personal Injury or Death resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing personal injury or property damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion. A above.
- K. with respect to any aircraft owned by the Assured except liability of the Named Assured for aircraft not owned by them: it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion A above;
- L. with respect to any watercraft owned by the Assured, while away from premises owned, rented or controlled by the Assured, except liability of the Named Assured for watercraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion. A above;
- M. to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment;
- N, to punitive or exemplary damages awarded against any Assured.

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS

- A. PREMIUM. Unless otherwise provided for the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Conditions B and P.
- B. ADDITIONAL ASSUREDS. In the event of additional assureds being added to the coverage under the Underlying Insurances during currency hereof prompt notice shall be given to the Company hereon and if an additional premium has been charged for such addition on the Underlying Insurances, the Company shall be entitled to charge an appropriate additional premium hereon.
- C, PRIOR INSURANCE NON CUMULATION OF LIABILITY. It is agreed that if any loss covered hereunder is a so covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Item 3 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

GSIC 002093

PROTECTED MATERIAL Subject To Protective Order

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Subject to the foregoing paragraph a to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy the Company will continue to protect the Assured for liability in respect of such occurrence without payment of additional premium.

- D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE. As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Assured, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the occurrence for which claim is made hereunder.
- E. INSPECTION AND AUDIT. The Company shall be permitted but not obligated to inspect the Assured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Assured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Assured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy or within one year after final settlement of all claims arising out of personal injury or property damage which occur during the period of this policy as far as they relate to the subject matter of this insurance.

F. CROSS LIABILITY. In the event of claims being made by reason of personal injuries suffered by any employee or employees of one Assured hereunder for which another Assured hereunder is or may be liable, then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

In the event of claims being made by reason of damage to property belonging to any Assured hereunder for which another Assured is, or may be, liable then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement II.

- G. NOTICE OF OCCURRENCE. Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages, which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 4 of the declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.
- H. ASSISTANCE AND CO-OPERATION. The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured but the Company shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve the Company, in which event the Assured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.
- 1. APPEALS. In the event the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at their cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in insuring Agreement II for any one occurrence and in addition the cost and expense of such appeal.
- J. LOSS PAYABLE. Liability under this policy with respect to any occurrence shall not attach unless and until the Assured, or the Assured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Assured shall make a definite claim for any loss for which the Company may be liable under the policy within twelve (12) months after the Assured shall have paid an amount of ultimate net loss in excess of the amount borne by the Assured or after the Assured's liability shall have been fixed and rendered certain either by final judgment against the Assured after actual trial or by written agreement of the Assured, the claimant, and the Company. If any subsequent payments shall be made by the Assured on account of the same occurrence additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.
- K. BANKRUPTCY AND INSOLVENCY. In the event of the bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.
- L. OTHER INSURANCE. If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.
- M. SUBROGATION. Inasmuch as this policy is "Excess Coverage", the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder; shall first be reimbursed up to the amount paid by them: the Company is then to be reimbursed out of any balance then remaining any the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is excess are end to claim the residue, if any, Expenses necessary to (including the Assured) concerned, in the ratio of their respective experies as finally settled.
- N. CHANGES. Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy are waived or changed, except by endorsement issued to form a part hereof, signed by the Company.

GSIC 002094

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- O. ASSIGNMENT. Assignment C-iterest under this policy shall not bind the C-Grany unless and until their consent is endorsed hereon.
- P. CANCELLATION. This policy may be cancelled by the Named Assured or by the Company by mailing written notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company to the Named Assured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Company shall be equivalent to mailing.
- It is agreed that irrespective of any other terms or conditions contained in this policy or endorsements attached thereto, this policy may be cancelled by the Company for non-payment of any unpaid portion of the premium by delivering to the Named Assured or by sending to the Named Assured by registered mail, at the Named Assured's address as shown herein, not less than ten (10) days' written notice stating when the cancellation shall be effective.

If this policy shall be cancelled by the Named Assured, the Company shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Company, the Company shall retain the pro rate proportion of the premium for the period this policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.

- Q. CURRENCY. The premiums and losses under this policy are payable in the currency stated in Item 5 of the Declarations, Payment of Premium shall be made as stated in Item 6 of the Declarations.
- R. CONFLICTING STATUTES. In the event that any provision of this policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute.
- S. MAINTENANCE OF UNDERLYING INSURANCES. It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full force and during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and or occurrences during the period of this policy. Failure of the Assured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Company shall only be liable to the same extent as they would have been had the Assured complied with the said condition.

Bein E. Sopin

C. V. STARR & CO.

PROTECTED MATERIAL Subject To Protective Order

Frank B. Hall & Co. of California Northern Division Spear Street Tower One Market Plaza, Suite 2100 San Francisco, California 94105

Insurance Binder and Order

No. 5495

Telephone (415) 543-9360,.

For the account of Dillir	ngham forporation, et a	1
Mailing Address 1990 N	<u>lorth California Boulev</u>	ard. Walnut Creek, Ca. 94596
Mortgage		
Location of Risk(s)		
Binder Term: Commencement	7/1/78	Expiration 9/1/78
Policy Term: Commencement	5/1/78	Expiration <u>5/1/79</u>
		e: \$5.000.000 aggregate where applicable.
per terms and co	onditions of expiring P	olicy No. 5177-0562
Covering in accordance with the term with FRANK B. HALL		
Policy Number as	signed 6178-5094 (Gran	ite State Ins. Co.)
		and endorsements to be submitted or as follows. The State Ins. Co.)
٠.		
Instructions to Company: Hold for further instructions Issue policy Renew policy No. Issue Endorsement		Polici
Vith the Granite Sta	ite Ins. Co. (C. V. Sta	rr)Compan
	19 <u>78''</u> M. J. Sardi	Accepted Jacob Fund W

This Binder is effective for the period set forth above but shall cease at such time prior as policy may be issued

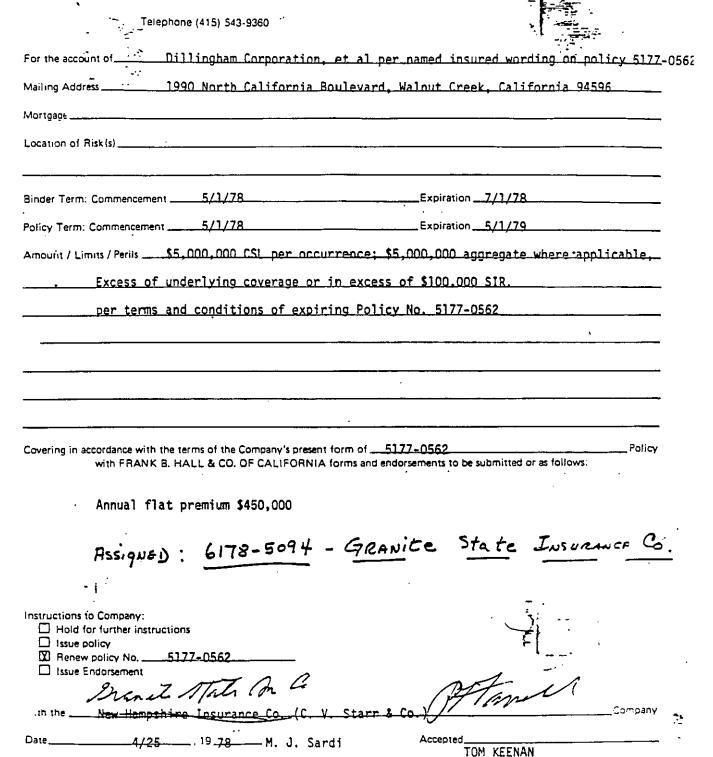
PROTECTED MATERIAL Subject To Protective Order

Frank B. Hall & Co. of California Northern Division Spear Street Tower One Market Plaza, Suite 2100 San Francisco, California 94105

Insurance Binder and Order

No. 5282

No. 328



GSIC 002097

This Browns is obtained for the memoral set forth about this time by the 1 such time brigg as policy may be issued

It is agreed that this Policy/	Cert, is hereby amended as indicated by	\boxtimes	
	F. 23 AN AUDITIONAL PREMIUM OF A RETURN PREMIUM OF DERSTOOD AND AGREED THAT TEEP	\$ <u>19,720.00</u> ;	
☐ IT IS HEREBY UNDER	STOOD AND AGREED THAT THE		
Audit Description of property covered Schedule of Underlying Insurances Coverage Company shall provide of premium.	☐ Expiration date ☐ Limit of Liability days notice in	Address of location of property Policy Cert. End. No. is cancelled Pro rata Short rate Flat Name of assured Policy/Cert. period Address of the assured Amount of Insurance	
☐ Is amended to READ / I	NCLUDE / EXCLUDE	or the period	
AS RESPECTS CALIFORNIA LIQUID GAS CORPORATION AND ANY WHOLLY OWNED SUBSIDIARIES THEREOF, IT IS UNDERSTOOD AND AGREED THAT: (1) THE SCHEDULE OF PRINCIPAL UNDERLYING INSURANCE-NON MARINE LIABILITIES, COMPREHENSIVE GENERAL & AUTOMOBILE LIABILITY IS AMENDED TO ADD \$10,500,000. ANNUAL AGGREGATE WHERE APPLICABLE. (2) NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS HEREBY UNDERSTOOD AND AGREED THAT WHERE UNDERLYING INSURANCE IS WRITTEN UNDER TERMS AND CONDITIONS PROVIDING LESS PROTECTION OR INDEMNITY TO THE ASSURED THAN THE TERMS AND CONDITIONS OF THIS POLICY, THIS INSURANCE SHALL INDEMNIFY THE ASSURED UPON THE SAME TERMS, CONDITIONS AND LIMITATIONS OF THE APPLICABLE UNDERLYING INSURANCE.			
All other terms and condition	ons remain unchanged. Effective date	of this endorsement is: NOVEMBER 1, 1978	
Attached to and forming pa	irt of Policy/Cert. No. 6178-5094		
Issued to: DILLINGHAM	CORPORATION, ET AL	NEW HAMPSHIRE INSURANCE CO. GRANITE STATE INSURANCE CO.	
		C. V. STARR & CO. Underwriting in 20 agers	
Dated: JANUARY 12	e, 1979 CG/jc ENDORSEMENT NO. <u>8</u>	By [Most and.	

Confidential Business Information

PROTECTED MATERIAL Subject To Protective Order

It is hereby understood and agreed that where underlying insurance is written under terms and conditions providing greater protection or indemnity to the Insured than the terms and conditions of this policy, this insurance shall indemnify the Insured upon the same terms, conditions and limitations of the applicable underlying insurance, but where no such underlying insurance exists this insurance indemnifies the Insured upon the terms, conditions and limitations of the attached Form DC-002.

All other terms and conditions remain unchanged	GRANITE STATE INSURANCE COMPANY
Effective date of this endorsement is: May 1, 1978	☐ NEW HAMPSHIRE INSURANCE CO.
Attached to and forming part of No. 6178-5094	GRANITE STATE INSURANCE COMPANY
issued to: Dillingham Corporation, et al	C. V. STARR & CO. Underwriting Managers
	02100 11

PROTECTED MATERIAL Subject To Protective Order .

GSIC 002099

Dated:

121174 (#EV. 1/75)

May 30, 1978

It is agreed that such insurance as is afforded hereunder for Personal Injury Liability arising out of discrimination shall apply solely to the extent that such insurance is afforded by underlying insurances as scheduled in this policy.

All oth	er lerms	and co	nditions	remain	unchanaed	

Effective date of this endorsement is: May 1, 1978

Altached to and forming part of No. 6178-5094

Issued to: Dillingham Corporation, et al

GRANITE STATE INSURANCE COMPANY

D NEW HAMPSHIRE INSURANCE CO.

☐ GRANITE STATE INSURANCE COMPANY

C. V. STARR & CO.

Underwriting Managers

May 30, 1978 Dated:

22897A (REV. 1/74)

PROTECTED MATERIAL Subject To Protective Order

It is hereby understood and agreed that this policy shall exclude any liability arising out of claims or losses made against any of the Insureds for violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Securities Act of 1974 or amendments thereto.

All other terms and conditions remain unchanged	GRANITE STATE INSURANCE COMPANY
Effective date of this endorsement is: May 1, 1978	□ NEW HAMPSHIRE INSURANCE CO.
Attached to and farming part of No. 5178-5094	GRANITE STATE INSURÂNCE COMPANY
Issued to: Dillingham Corporation, et al	C. V. STARR & CO. Underwriting Managers
•	Post Tour

PROTECTED MATERIAL Subject To Protective Order

GSIC 002101

21497A (REV. 1/24)

May 30, 1978

This insurance does not cover any liability for:

- (1) Personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

All other terms and conditions remain unchanged		inchanged	GRANITE STATE INSURANCE COMPANY	
Effective date of this endorsement is: May 1, 1978 Attached to and forming part of No. 6178-5094		•	☐ NEW HAMPSHIRE INSURANCE CO. ☐ GRANITE STATE INSURANCE COMPANY	
Issued to:	Dillingham Corpora	tion, et al	C. V. STARR & CO. Underwriting Managers	
Dated:	May 30, 1978	8 ₇₋	ast fame	_

PROTECTED MATERIAL Subject To Protective Order

It is understood and agreed that this policy shall not apply to claims made against the Insured that are covered under Policy No. 6178-5094A issued by New Hampshire Insurance Company covering the Insured's operations in Canada.

It is further understood and agreed that the aggregate limit expressed in the policy declarations shall apply to this policy and Policy No. 6178-5094A aforementioned combined and shall not be construed as having separate "limits of liability".

All other te	rms and conditions remain unchanged	GRANITE STATE INSURANCE COMPANY
Effective da	te of this endorsement is: May 1, 1976	B □ NEW HAMPSHIRE INSURANCE CO.
Attached to	and farming part of No. 6178-5094	G GRANITE STATE INSURANCE COMPANY
Issued to:	Dillingham Corporation, et al	C. V. STARR & CO. Underwriting Managers
Dated:	May 30, 1978	Rolf Tank

PROTECTED MATERIAL Subject To Protective Order

GSIC 002103

_EESTA (REV. 1/76)

As respects the operations of Gordon H. Ball, Inc., its agents, officers or employees, it is understood and agreed that:

- (1) American Falls Reservoir District is added as a Named Insured and Bechtel Incorporated is named as Additional Insured, as respects liabilities arising out of the Named Insured's performance of work under contract, this insurance shall be primary as respects the interests of American Falls Reservoir District and Bechtel Incorporated and any other insurance maintained by American Falls Reservoir District or Bechtel Incorporated is in excess of and not contributory with insurance provided under this policy.
- (2) Subject to its terms and conditions, insurance as provided under this policy applies to the liability assumed by the Named Insured under contract with American Falls Reservoir District and/or Bechtel Incorporated for construction of American Falls Dam per Specification No. AF-101 of March, 1976, including provisions of Article GC-12, <u>Indemnity & Release</u>.
- (3) This policy shall not be cancelled, terminated or reduced in coverage without thirty (30) calendar days prior notice in writing to American Falls Reservoir District c/o Johnson & Higgins of Washington, Inc., 1215 Fourth Avenue, Seattle, Washington 98161.

All other terms and conditions remain unchanged		GRANITE STATE INSURANCE COMPANY	
Effective date of this endorsement is:	May 1, 1978	☐ NEW HAMPSHIRE INSURANCE CO.	
Attached to and forming part of No	6178-5094	GRANITE STATE INSURANCE COMPANY	
issued to: Dillingham Corpora	tion, et al	C. V. STARR & CO. Underwriting Managers	
Dated: May 30, 1978	Ву-	arttanell	
MISTA INSV. 1774)	-,-		

PROTECTED MATERIAL Subject To Protective Order

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)

(Approved by Lloyd's Underwriters' Fire and Mon-Marine Assoications)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This policy* does not apply:--

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

All other terms and conditions remain unchanged		inchanged .	GRANITE STATE INSURANCE COMPANY	
Effective data of this endorsement is: May 1, 1978 Attached to and forming part of No. 6178-5094		▼ "	☐ NEW HAMPSHIRE INSURANCE CO. ☐ GRANITE STATE INSURANCE COMPANY	
Issued to: Dillingham Corporation, et al		ation, et al	C. V. STARR & CO. Underwriting Managers	
Dated:	May 30, 1978	8y_	Rott tamel	

- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom:
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possession or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

spent fuel, or (3) handling, processing or packaging waste,
any equipment or device used for the processing, fabricating
or alloying of special nuclear material if at any time the total
amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or
contains more than 25 grams of plutonium or uranium 233 or any
combination thereof, or more than 250 grams of uranium 235,

All other terms and conditions remain unchanged		GRANITE STATE INSURANCE COMPANY
Effective date of this endorsement is: May 1, 1978 Attached to and farming part of No. 6178-5094		☐ NEW HAMPSHIRE INSURANCE CO. ☐ GRANITE STATE INSURANCE COMPANY
Issued to: Dillingham Corpora		C. V. STARR & CO. Underwriting Managers
Dated: May 30, 1978	B _Y _	Rolf Famil

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(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

*Note:--As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

All other terms and conditions remain unchanged

Effective dafe of this endorsement is: May 1, 1978

Attached to and forming part of No. 6178-5094

Issued to: Dillingham Corporation, et al

C. V. STARR & CO.

Underwriting Managers

Dated: May 30, 1978

By

By

PROTECTED MATERIAL Subject To Protective Order



☑ GRANITE STATE INSURANCE COMPANY ☐ NEW HAMPSHIRE INSURANCE COMPANY

MANCHESTER, NEW HAMPSHIRE

C. V. STARR & CO.

UNDERWRITING MANAGERS

SAN FRANCISCO

SEATTLE LOS ANGELES

PORTLAND

CHICAGO

DECLARATIONS

1 Assured

DILLINGHAM CORPORATION, ET AL (AS PER ENDORSEMENT NO. 1)

Address:

1990 NORTH CALIFORNIA BOULEVARD, SUITE 930 WALNUT CREEK, CALIFORNIA 94596-3789

2. Policy Period: From MA

MAY 1, 1983 TO MAY 1, 1984

both days at 12:01 A.M. (Standard Time) at the location(s) of the risk(s) insured and in accord with the terms and con-

ditions of the form(s) attached.

3. Amount:

\$25,000,000. ANY ONE OCCURRENCE AND IN THE AGGREGATE AS APPLICABLE

EXCESS OF UNDERLYING OR SELF-INSURED RETENTION

4. Coverage:

EXCESS MULTILIABILITY INSURANCE

5. Premium: A) Provisional or deposit premium

\$ 850,000.00

B) Minimum Premium

\$ 850,000.00

C) Basis of Adjustment (Rate)

FLAT

D) Audit Period

NONE

Assignment of this Policy shall not be valid except with the written consent of this Company.

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such other provisions, stipulations, and agreements as may be added hereto, as provided in this Policy.

Unless otherwise provided herein, this Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Policy to the Company. This Policy may also be cancelled, with or without the return or tender of the unearned premium, by the Company or by the Underwriting Managers in its behalf, by delivering to the Assured or by sending to the Assured by regular mail, at the Assured's address as shown herein, not less than 30 days written notice stating when the cancellation shall be effective, and in such case Insurers shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by Insurers or Assured.

Not withstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is understood and agreed that whenever an additional or return premium of \$10,00 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

In Witness Whereof, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Therin E. Fajin

Secretary

Countersigned MAY 12, 1983 GJW/yn

CV5 1114

ORIGINAL

The Hand

ORIGINAL

POLICY OF INSURANCE

POLICY NO.61834252 of THE GRANITE STATE INSURANCE COMPANY (C. V. STARR & CO.) herein referred to as UNDERWRITERS ASSURED: DILLINGHAM, ET AL

INTEREST INSURED:

FIRST LAYER SINGLE LIMIT

EXCESS LIABILITIES

AMOUNT INSURED HEREIN: \$25,000,000. EXCESS OF UNDERLYING

ATTACHMENT DATE:

May 1, 1983

JOHNSON & HIGGINS

INSURANCE BROKERS . AVERAGE ADJUSTERS EMPLOYEE BENEFIT PLAN CONSULTANTS

> INTERNATIONAL BUILDING 601 CALIFORNIA STREET BAN FRANCISCO, CALIFORNIA 94108

> > TEL. 981-4700 AREA CODE 415

GSIC 002153

Form 3465A-5M-2-73

EXCESS MULTILIABILITY INSURANCE POLICY

DECLARATIONS

ITEM 1:

(a) Named Assured: Dillingham, as attached per Endorsement No. 1.

(b) Address of Named Assured:

1990 N. California Boulevard, Suite 930 Walnut Creek, CA 94596-3789

ITEM 2:

Limit of Liability - as Insuring Agreement No. 2

(a) Limits per each occurrence: \$25,000,000.

(b) Limit in the aggregate each annual period where applicable

\$25,000,000.

TTEM 3:

Policy Period: May 1, 1983 - May 1, 1984

ITEM 4:

Notice of Occurrence (Condition B) to:

Johnson & Higgins 601 California Street San Francisco, CA 94108

TTEM 5:

Currency (Condition L) - United States

ITEM 6:

Payment of Premium - As agreed

ITEM 7:

Service of Process (Condition N) upon: as necessary

EXCESS MULTILIABILITY INSURANCE POLICY

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof.

COVERAGE:

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to pay on behalf of the Assured all sums which the Assured shall be obligated to pay by reason of:

A. Liability imposed upon the Assured by law;

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B. Liability assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential and expenses, all as more fully defined by the term "ultimate net loss" on account of:

- (i) Personal Injuries, including death at any time resulting therefrom;
- (ii) Property Damage;
- (iii) Advertising Liability;

and including

- C. 1. All Protection and Indemnity risks of whatsoever nature including, but not limited to, those covered by the Underlying Protection and Indemnity Insurances or which are absolutely or conditionally undertaken by the London group of mutual Protection and Indemnity clubs,
 - General Average, Collision Liabilities, Tower's Liabilities, Ship Repairer's Liabilities, Salvage, Salvage Charges and Sue and Labor arising from any cause whatsoever and also other Marine Liabilities,

caused by or arising out of each occurrence happening anywhere.

2. LIMITS OF LIABILITY:

Underwriters hereon shall only be liable for the Ultimate Net Loss in excess of:

GSIC 002155

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- (i) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances (with respect to General Average, Salvage, Salvage Charges, Sue and Labor expenses, Collision Liabilities, Tower's Liabilities, Ship Repairer's Liabilities, and Protection and Indemnity, the sum(s) of said expenses and liabilities actually insured under the underlying policies shall be deemed the amount(s) of the Limit(s) of said underlying policies), and
- (ii) \$100,000 ultimate net loss in respect of that portion of ultimate net loss resulting from each occurrence not covered or not fully covered by underlying insurances,

(hereinafter called the "underlying limits")

and then only up to a further sum as stated in Item 2(a) of the Declarations in all in respect of each occurrence, subject to a limit as stated in Item 2(b) of the Declarations in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy shall:

- in the event of reduction, pay the excess of the reduced underlying limit;
- (2) in the event of exhaustion, continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Assured shall not operate to increase Underwriters' limits of liability beyond those set forth in the Declarations.

(iii) In the event that the limits of liability of any underlying policy are expressed in a currency other than U.S. dollars, the limits of this policy shall apply as excess limits immediately over any such underlying limits, without interruption for differences in exchange rates or translation of foreign currencies.

THIS POLICY IS SUBJECT TO THE POLLOWING DEFINITIONS

1. ASSURED:

The unqualified word "Assured", wherever used in this Policy, includes:

(a) The Named Assured and, if the Named Assured includes a partnership or joint venture, the partnership or joint venture and any partner or member thereof, but only with respect to his liability as such;

- (b) any officer, director, board advisor, stockholder or partner of the Named Assured, while acting on behalf of the Named Assured or with respect to his liability as such and at the sole option of the Named Assured, any organization or proprietor with respect to real estate management for the Named Assured;
- (c) For non-business activities, including liability assumed under contract or agreement in connection therewith, any officer of the Named Assured, and, while residing in his home, any person related thereto by blood, marriage or adoption. Non-business activities include, but are not limited to, farms, apartments and dwellings rented to others, personal office or studio premises, automobiles, watercraft, and activities as an officer, trustee or director of a not-for-profit corporation or association. As respects insurance extended by this sub-paragraph 1(c), the limit stated in Item 2(a) of the declarations is reduced to \$10,000,000 and the retention set forth in Paragraph 2(ii) on Page 2 of this policy is amended to \$1,300,000, insured or self-insured. The coverage provided under this clause 1.(c) shall be limited to the policy issued by Granite State Insurance Company.
- (d) corporate officers acting in volunteer capacities with outside organizations, provided that these activities are conducted with the support and/or encouragement of the Named Assured.
- (e) if the Named Assured requests in writing upon a claim being made, (i) any employee of the Named Assured, while acting on behalf of the Named Assured and (ii) any doctor, nurse or first-aid attendant, while acting within the scope of his employment or contract with the Named Assured with respect to error or omission in rendering or failing to render professional service;
- (f) any additional Assured (not being the Named Assured under this policy) included in the Underlying Insurances, but not for broader coverage than is available to such additional Assured under any Underlying Insurance.
- (g) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this subdivision (g), with respect to any person or organization other than the Named Assured shall not apply:
 - (i) to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;
 - (ii) to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair

organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of any of the aforementioned;

- (iii) with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner;
- (iv) to any person, other than an employee of the Named Assured, with respect to Bodily Injury or Property Damage arising out of the loading or unloading of any automobile.

This subdivision (g) shall not apply if it restricts the insurance granted under subdivision (c), (d), (e), and (f) above.

2. OCCURRENCE:

The term "Occurrence", wherever used herein, shall mean an accident or a happening or an event, or an error or an omission, or a continuous or repeated exposure to conditions which result in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions, existing at or emanating from one premises location, shall be deemed one occurrence. All such personal injury and/or property damage arising out of one batch or lot of goods or products prepared or acquired by the Named Assured or by another trading under that name shall be deemed as arising out of one occurrence.

3. ULTIMATE NET LOSS:

The term "Ultimate Net Loss" shall mean the total sum which the Assured or his Underlying Assurers as scheduled, or both, becomes obligated to pay by reason of matters set out in Insuring Agreement 1, including judgments and settlements and shall include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons and for litigation, settlement, adjustment, and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding, however, the salaries of the Assured's permanent employees and general office overheads.

4. AUTOMOBILE:

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

5. AIRCRAFT:

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

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6. PRODUCTS LIABILITY:

The term "Products Liability" shall mean:

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Assured or by others trading under his name (hereinafter called "the Assured's Products") if the occurrence occurs after possession of such goods or products has been relinquished to others by the Assured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Assured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property other than such container, rented to or located for use of others but not sold;
- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented, or controlled by the Assured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph;
 - (i) pick-up or delivery, except from or onto a railroad car;
 - (ii) the maintenance of vehicles owned or used by or on behalf of the Assured;
 - (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

ANNUAL PERIOD:

The term "Annual Period" shall mean a period of one year commencing from the inception date of this policy.

8. PERSONAL INJURIES

Personal Injuries, wherever used herein shall mean, but not be limited to:

- (a) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury;
- (b) false arrest, false imprisonment, wrongful eviction, wrongful detention, wrongful termination, malicious prosecution, harassment or humiliation;
- (c) libel, slander, defamation of character or invasion of rights of privacy, unless arising out of the advertising activities;
- (d) discrimination;

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- (e) assault and battery (i) not committed by or at the direction of the Named Assured, (ii) committed for the purpose of protecting persons or property and
- (f) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury arising out of error or omission in the rendering or failing to render professional service in the Assured's capacity as a doctor, nurse or first aid attendant.

9. PROPERTY DAMAGE

The term "Property Damage", wherever used shall mean but not be limited to, loss of, injury to or destruction of tangible and intangible property, including the loss of use thereof at any time resulting therefrom, including loss of use of tangible property which has not been physically injured.

10. ADVERTISING LIABILITY

The term "Advertising Liability", wherever used herein shall mean but not be limited to:

- (a) libel, slander or defamation;
- (b) any infringement of copyright or of title or of slogan;
- (c) piracy or unfair competition or idea misapropriation under an implied contract;
- (d) any invasion of right of privacy

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities.

THIS POLICY IS SUBJECT TO THE POLLOWING EXCLUSIONS

This policy shall not apply:

- A. In respect to operations in the United States of America to claims arising under the Employee Retirement Income Security Act.
- B. With respect to advertising activities, to claims made against the Assured for:
 - failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
 - (2) infringement of registered trade marks, service mark or trade names by use thereof as the registered trade mark, service mark, or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

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- (3) incorrect description of any article or commodity:
- (4) mistake in advertised price.
- C. (1) To loss, damage, or liability directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts or foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of, or damage to property, by or under the order of any government or public or local authority;
 - (2) Nevertheless, this exclusion shall not apply except as provided in (3) below, to liabilities:
 - (a) arising in connection with vessels owned, chartered, hired or otherwise used by the Assured;
 - (b) arising out of property of any kind in transit by land, water or air during such period as would be covered for full War Risks under an insurance covering physical loss of or damage to cargo subject to the Institute War Clauses relevant to the particular form of transit;
 - (c) arising out of any waterborne operations;
 - (d) to seamen or under Workers Compensation Statutes;
 - (e) for death of or bodily injury to persons.
 - (3) Nothwithstanding the provisions of (2) above, the clause set out in (1) above shall apply to the liabilities set out in (2) above:
 - (a) unless sooner applied under the provisions of (b), (c) or (d), automatically upon and simultaneously with the occurrence of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur, whether or not the insured vessel(s) may be involved, and this insurance excludes loss damage or expense arising from such occurrence;
 - (b) unless sooner applied under the provisions of (a), (c) or (d) automatically upon and simultaneously with the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United States of America, United Kingdom, France, the Union of Soviet Socialist Republics, the People's Republic of China;

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- (e) at any time at the Assured's request, or by Underwriters giving 14 days' written notice to the Assured, but in no event shall such notice affect or postpone the operation of the provisions of (a), (b) or (d). Written or telegraphic notice sent to the Assured at his (its) last known address shall constituite a complete notice and such notice mailed or telegraphed to the said Assured, care of the broker who negotiated this insurance, shall have the same affect as if sent to the said Assured direct. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of the operation of the clause set out in (i) above shall be 14 days from midnight of the day on which such notice was mailed or telegraphed. as aforesaid. Underwriters agree, however, that the clause set out in (i) above shall not apply subject to agreement between Underwriters and the Assured prior to the aforesaid effective date and hour as to an additional premium and/or new conditions and/or warranties:
- (d) unless sooner terminated under the provisions of (a), (b) or (c), automatically in respect of an insured vessel if and when such vessel is requisitioned, either for title or use, by the Government of the United States or of the country in which the vessel is owned or registered or of the country in which any such right of requisition is vested:

If, subsequent to the agreement of an additional premium as provided by paragraph (c) above, either the Assured or Underwriters again elect to exercise the option provided therein or paragraphs (a), (b) or (d) become operative, pro rata net return of the additional premium paid shall be refunded to the Assured. Such return premium will be paid on demand or as soon as thereafter practicable to do so.

- D. To injury, sickness, disease, death or destruction:
 - With respect to which an Assured under the policy is also an Assured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would

be an Assured under any such policy but for its termination upon exhaustion of its limit of liability, or

- 2. Resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Assured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization, or
- 3. Resulting from the hazardous properties of nuclear material, if (1) the nuclear material is at any nuclear facility owned by, or operated by or on behalf of, an Assured or has been discharged or dispersed therefrom; (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Assured; or (3) the injury, sickness, disease, death or destruction arises out of the furnishing by an Assured of service, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility.

THIS POLICY IS SUBJECT TO THE POLLOWING CONDITIONS

A. CROSS LIABILITY:

This policy shall cover each Assured against whom a claim is made, or may be made, in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase the Underwriter's limit of liability as set forth in Insuring Agreement 2.

B. NOTICE OF OCCURRENCE:

In the event of an occurrence, claim or suit notice shall be given to Underwriters or their agents as soon as practicable after Dillingham Corporation Risk Management becomes aware of such occurrence, claim or suit.

Provided, however, that failure to give notice of any occurrence which, at the time of its happening, would not, in the opinion of Corporate Risk Management, appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

C. ASSISTANCE AND COOPERATION:

The Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured but the Underwriters shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve Underwriters, in which event the Assured and Underwriters shall cooperate in all things in the defense of each claim, suit, or proceeding.

D. APPEALS:

In the event the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, Underwriters may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of Underwriters for ultimate net loss exceed the amount set forth in Insuring Agreement 2 for any one occurrence and in addition the cost and expense of such appeal.

E. BROAD AS PRIMARY:

It is understood and agreed that in the event of loss for which the Assured has coverage under the underlying insurance set out in the schedule of underlying insurances, the excess of which would be recoverable hereunder except for terms and conditions of this policy which are not consistent with the underlying, then notwith-standing anything contained herein to the contrary, this policy shall be amended to follow the terms and conditions of the applicable underlying insurance in respect of such loss. The foregoing shall not, however, apply to the Nuclear Energy Liability.

F. BANKRUPTCY AND INSOLVENCY:

In the event of the bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Underwriters shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

G. OTHER INSURANCE:

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is specifically stated to be excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing in this Condition G shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.



H. SUBROGATION:

In the event of any payment under this policy, the Underwriters shall be subrogated to all of the Assured's rights of recovery therefore against any person or organization and the Assured shall execute and deliver all necessary instruments and papers, provided that, notwithstanding anything contained in this condition, the Underwriters agree to waive all rights against any party included as an Assured hereunder or released by agreement and this insurance shall not be prejudiced if the Assured be unable, by reason of any such agreement prior to loss to subrogate to Underwriters the rights of recovery against any party.

Inasmuch as this policy is "excess coverage", the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; Underwriters are then to be reimbursed out of any balance remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned among the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

L CHANGES:

Notice to, or knowledge possessed by, any person shall not effect a waiver or change in any part of this policy or stop Underwriters from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Underwriters.

J. ASSIGNMENT:

Assignment of interest under this policy shall not bind Underwriters unless and until their consent is endorsed hereon.

K. CANCELLATION:

This policy may be cancelled by the Named Assured at any time. The underwriters may cancel for non-payment of premium by providing ten (10) days' written advance notice thereof. Further, this policy may be cancelled by underwriters by mailing, to Named Assured's Corporate Risk Manager, 1990 N. California Boulevard, Suite 930, Walnut Creek, CA 94596-3789, written notice stating when not less than ninety (90) days' thereafter such cancellation shall be effective. The written notice shall be sent by U.S. Registered Mail. Earned premium and return premium resulting therefrom shall be determined on a pro rata basis.

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L. CURRENCY:

The premiums and losses under this policy are payable in United States currency.

M. CONFLICTING STATUTES:

In the event that any provision of this policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute then this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute.

N. SERVICE OF SUIT CLAUSE:

It is agreed that, in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 7 and that in any suit instituted against any one of them upon this policy, Underwriter will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 7 is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this policy of insurance and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

O. MAINTENANCE OF UNDERLYING INSURANCES:

It is a condition of this policy that the policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurences occurring during the terms thereof. Pailure of the Named Assured to comply with the foregoing shall not invalidate this policy but, in the event of such

failure, the Underwriters shall only be liable to the same extent as they would have been had the Named Assured complied with the said condition.

In the event of an underlying war risks insurance being cancelled by the Underwriters under the terms of the cancellation clause therein, such cancellation shall not constitute a breach of the preceding paragraph, but Underwriters will be liable hereunder only to the same extent as they would have been had that underlying war risk insurance not been cancelled. Nothing in the foregoing sentence shall be deemed to effect the application of Exclusion C hereunder.

P. ERRORS IN DESCRIPTION OR OMISSION IN SCHEDULING UNDERLYING INSURANCE(S):

Any error or unintentional omission, whether on the part of Underwriters or the Assured, in listing any underlying policy or in the description of any underlying policy shall not invalidate the insurance afforded under this policy which shall cover in the same way as though all underlying policies had been properly listed and described.

Q. CONTRACT OF ADHESION:

The language of this policy is the language of the company.

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A RETURN PREMIUM OF IT IS UNDERSTOOD AND AGREED THAT THE IT IS HEREBY UNDERSTOOD AND AGREED THAT THE Premium Deductible Self Insured Retention Audit Rate Description of Deposit premium Name of assured	It is agreed that this Policy Co	ert, is her - v amended is = 1 tilled by		\$
Premium □ Deductible □ Address of location of property □ Installment □ Self Insured Retention □ Policy □ Cert. □ End. No. ts car □ Audit □ Rate □ Pro rata □ Short rate □ Flat □ Description of □ Deposit premium □ Name of assured		🔁 A RETURN PREMIUM OF		\$5,000.00
☐ Installment ☐ Self Insured Retention ☐ Policy ☐ Cert. ☐ End. No. is car ☐ Audit ☐ Rate ☐ Pro rata ☐ Short rate ☐ Flat ☐ Description of ☐ Deposit premium ☐ Name of assured	☐ IT IS HEREBY UNDERST	OOD AND AGREED THAT THE		
☐ Schedule of ☐ Expiration date ☐ Address of the assured Underlying Insurances ☐ Limit of Liability ☐ Amount of Insurance ☐ Coverage	☐ Installment ☐ Audit ☐ Description of property covered ☐ Schedule of Underlying Insurances ☐ Coverage ☐ Company shall provide of premium.	☐ Self Insured Retention ☐ Rate ☐ Deposit premium ☐ Inception date ☐ Expiration date ☐ Limit of Liability ☐ days notice:	in event	Policy Cert. End. No. is cance Pro rata Short rate Flat Name of assured Policy/Cert, period Address of the assured Amount of Insurance
		days notice	ın event	of cancellation, except in the event of non-payment
of premium.		\$850,000.	FLAT	
of premium.				
of premium. Is amended to READ / ***********************************	All other terms and condition	is remain unchanged. Effective da	ate of th	his endorsement is: HAY 1, 1963
of premium. Is amended to READ / ***********************************				
\$850,000. FLAT All other terms and conditions remain unchanged. Effective date of this endorsement is: HAY 1, 1983 Attached to and forming part of Policy/Cert. No. 6183-4252	Attached to and forming par	t of Policy/Cert. No.	618	I3-4252 IMPERIAL CASUALTY AND INDEMNITY FOMP
All other terms and conditions remain unchanged. Effective date of this endorsement is: HAT 1, 1983 Attached to and forming part of Policy/Cert. No. State Content Con	Attached to and forming par	t of Policy/Cert. No.	618	MPERIAL CASUALTY AND INDEMNITY FOMP GRANITE STATE INSURANCE CO C. V. STARR & CO.
All other terms and conditions remain unchanged. All other terms and conditions remain unchanged. Attached to and forming part of Policy/Cert. No. Bused to: DILLINGHAM CORPORATION, ET AL C. V. STARR & CO. Underwriting Managers Dated: AUGUST 19, 1983 GJW/yn By	Attached to and forming par- Issued to: DILLINGHAM C	t of Policy/Cert. No CORPORATION, ET AL	618 25 By_	IMPERIAL CASUALTY AND INDEMNITY FOMP GRANITE STATE INSURANCE CO C. V. STARR & CO. Underwriting Managers
Same and to READ / INCRESSELLENGE AND	Attached to and forming par Issued to: DILLINGHAM Control Dated: AUGUST 19, 1	t of Policy/Cert. No CORPORATION, ET AL	618 25 By_	IMPERIAL CASUALTY AND INDEMNITY FOMP GRANITE STATE INSURANCE CO C. V. STARR & CO. Underwriting Managers

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Endorsement	made and	agress to	this 155	day of	_Տեր	_ember	19_ <u>83</u>
Assured	Dillingha	m, et al					

ADDITIONAL INSURED ENDORSEMENT A

IT IS UNDERSTOOD AND AGREED THAT THE PERSON OR ORGANIZATION DESIGNATED BELOW IS AN ADDITIONAL INSURED HEREUNDER, BUT ONLY * AS RESPECTS OPERATIONS PERFORMED BY OR ON BEHALF OF THE NAMED INSURED FOR SUCH PERSON OR ORGANIZATION SO DESIGNATED.

ADDITIONAL INSURED:

FUJITA CORPORATION, USA P.O. BOX 1607 SANTA MONICA, CA

* AS RESPECTS JOB SITE LOCATED AT 15840 VENTURA BOULEVARD, ENCINO, CALIFORNIA

IT IS FURTHER ACREED THAT NOTHING CONTAINED HEREIN SHALL ACT TO INCREASE THE COMPANY'S LIMIT OF LIABILITY.

D!LCORP SEP 0 6 1983 RISK MGMT

All other terms and conditions remaining unchanged.	
Attached to and forming part of Policy No. 61834252	of the GRANITE STATE INSURANCE COMPANY
	QU///
	July 1

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ENDORSEMENT NO B

AS RESPECTS LIABILITY ARISING OUT OF DILLINGHAM'S OPERATIONS IN THE BALSAM MEADOW PROJECT, A DILLINGHAM-ATKINSON JOINT VENTURE, IT IS HEREBY AGREED THAT:

- 1) SOUTHERN CALIFORNIA EDISON COMPANY IS NAMED AS AN ADDITIONAL ASSURED
- 2) ALL RIGHTS OF SUBROGATION ARE WAIVED UNDER THIS POLICY AGAINST SOUTHERN CALIFORNIA EDISON COMPANY
- 3) THIS POLICY SHALL WOT BE CANCELLED UNTIL AFTER THIRTY (30) DAYS NOTICE HAS BEEN GIVEN TO SOUTHERN CALIFORNIA EDISON COMPANY.

NOTHING HEREIN SHALL INCREASE THE COMPANY'S LIMIT OF LIABILITY.

All other terms and conditions remain unchanged

Effective date of this endorsement is OCTOBER 31, 1983

☐ NEW HAMPSHIRE INSURANCE CO

Attached to and forming part of No. 6183-4252

GRANITE STATE INSURANCE COMPANY

issued to DILLINGHAM CORPORATION, ET AL

C. V. STARR & CO.

Dated NOVEMBER 29, 1983

Underwrining Managers

GJW/lp

Order by 37589 (1/83)

ENDORSEMENT NO B

AS RESPECTS COMPREHENSIVE AUTOMOBILE LIABILITY ARISING OUT OF DILLINGHAM'S OPERATIONS IN THE BALSAM MEADOW PROJECT, A DILLINGHAM-ATKINSON JOINT VENTURE, IT IS HEREBY AGREED THAT:

- 1) SOUTHERN CALIFORNIA EDISON COMPANY IS NAMED AS AN ADDITIONAL ASSURED
- 2) ALL RIGHTS OF SUBROGATION ARE WAIVED UNDER THIS POLICY AGAINST SOUTHERN CALIFORNIA EDISON COMPANY
- 3) THIS POLICY SHALL NOT BE CANCELLED UNTIL AFTER THIRTY (30) DAYS NOTICE HAS BEEN GIVEN TO SOUTHERN CALIFORNIA EDISON COMPANY.

NOTHING HEREIN SHALL INCREASE THE COMPANY'S LIMIT OF LIABILITY.

DILOGRA JAN 30 1984 BISK WGML

All other terms and conditions remain unchanged

Effective date of this endorsement is OCTOBER 31, 1983

□ NEW HAMPSHIRE INSURANCE CO

E GRANITE STATE INSURANCE COMPANY

fisued to. DILLINGHAM CORPORATION, ETAL

Attached to and farming part of No 6183-4252

C. V, STARR & CO.

Underwriging Managers ...

Doted JANUARY 25, 1984 ENDT. #B(REVISED) 87.

مراسيدي سر

Order by 37589 (1/83)

GJW/CDL/yn

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ENDORSEMENT NO. 1

It is hereby understood and agreed that the Named Assured is completed to read as follows:

Dillingham Corporation, its subsidiaries, associated, affiliated or interrelated companies, partnerships, sponsored joint ventures, and any interest of Dillingham only in nonsponsored joint ventures, and any company or organization coming under the interest or control or active management of any of them, and any entity or party required to be insured under any contract or agreement or which it may agree to insure, as now existing, previously existing or hereafter acquired.

Attached to and forming a part of policy No. 61834252 of the Granite State Insurance Company (C.V. Starr & Co.) effectivive May 1, 1983.

PROTECTED MATERIAL Subject To Protective Order

ENDORSEMENT NO. 2

I. Insuring Agreement

Underwriters will pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay as damages by reason of an act, error or omission for which the Assured may be held legally liable, provided always that:

- A. claim is first made against the Assured after the effective date of the policy to which this endorsement is attached, and prior to its cancellation date, by reason of such act, error or omission and,
- B. the Assured's legal liability arises out of the performance of, or failure to perform, professional services, and
- C. Dillingham Corporate Risk Manager, 1990 N. California Blvd., Suite 930, Walnut Creek, CA., had no knowledge of such act, error or omission as of the effective date of this coverage.

II. Limits of Liability

The liability of Underwriters shall not exceed \$ (as stated in Item 2(A) of the declarations) ultimate net loss for each single claim made and, subject to that limit for each single claim made, \$ (as per Item (b) declarations) ultimate net loss for all claims first made during each annual period excess of \$500,000 ultimate net loss any one claim made self-insured and/or underlying insurances.

The inclusion herein of more than one Assured shall not operate to increase the limit of Underwriter's liability or Assured's primary obligation for each single claim made and in the aggregate.

III. Exclusions

The insuring agreements and all provisions of this endorsement shall not apply to:

- A. bodily injury, sickness, death or disease to any employee of the Assured arising out of and in the course of his employment by the Assured or any obligation for which the Assured or any carrier as his insurer may be liable, under any workers' compensation, unemployment compensation, employer's liability, disability benefits law or any similar law, but this exclusion shall not apply to any contractual obligations assumed by the Assured;
- B. the insolvency or bankruptcy of the Assured or any other person, firm or organization;
- C. the advising or requiring of, or failure to advise or require, or failure to maintain, any form of insurance, suretyship or bond, either with respect to the Assured or any other person;
- D. the ownership, maintenance, operation or use, including loading and unloading, by or on behalf of the Assured, of watercraft, automobiles, motor vehicles, aircraft or mobile vehicles of any kind;

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- E. Express warranties or guarantees that pertain to estimates of probable construction costs or cost estimates being exceeded.
- F. any claims which are covered under any other coverage of the policy to which this endorsement is attached;
- G. any dishonest, fraudulent, criminal, malicious or knowingly wrongful acts, errors or omissions committed by or at the direction of the Named Assured.

IV. DEFINITIONS

- A. "Assured" means the Named Assured so designated in the declarations, any present and former partner, director, officer, employee or agent of the Named Assured while acting in the course of his duties for the Named Assured;
- B. "claim" means a demand for money or services, including the service of suit or institution of arbitration proceedings against the Assured;
- C. "single claim" means two or more claims arising out of one or a series of acts, errors or omissions of a similar type;
- D. "ultimate net loss" means the total sum which the Assured or his underlying insurers as scheduled, or both, becomes obligated to pay by reason of matters set out in Insuring Agreement I, including judgements and settlements and shall include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premium on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons and for litigation, settlement, adjustment, and investigation of claims and suits which are paid as a consequence of any claim covered hereunder, excluding however, the salaries of the Assured's permanent employees and general office overhead.

V. Conditions

The conditions of the policy to which this endorsement is attached apply to the insurance afforded hereby and the following additional conditions also apply:

Discovery Clause

If during the period of the policy to which this endorsement is attached, the Assured becomes aware of any circumstances which may subsequently give rise to a claim against the Assured by reasons of an act, error or omission for which coverage would be afforded hereunder, and during the policy period gives written notice to the underwriters of such circumstances, then any claim that may subsequently be made against the Assured arising out of such circumstances shall be deemed for the purposes of this insurance to have been made during the policy period.

Settlement

No claim covered under this endorsement shall be settled without the consent of the Assured.

Attached to and forming a part of policy No. 61834252 of The Granite State Insurance Company (C.V. Starr & Co.) effective May 1, 1983.

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PROTECTED MATERIAL Subject To Protective Order

ENDORSEMENT NO. 3

It is hereby understood and agreed that this policy is amended as follows:

Exclusion

E. Except to the extent that coverage is afforded to the Assured in the underlying insurances, this policy shall not apply to liability for the emission, discharge, dispersal, disposal, seepage, release or escape of any liquid, solid gaseous or thermal irritant, contaminant or pollutant into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

All other terms and conditions remain unchanged.

Attached to and forming a part of policy No. 61834252 of The Granite State Insurance Company (C.V. Starr & Co.) effective May 1, 1983.

Authorized Representative

May 1, 1983
Date Signed

ENDORSEMENT NO. 4

It is hereby understood and agreed that Endorsement No. 2, Exclusion C is amended as follows:

C. the advising of, requiring of, maintaining of, or failure to advise, or require or maintain any form of insurance, suretyship or bond for the Assured, any joint venture partner, subcontractor or project owner or owners provided the Assured has advised or agreed or is required to obtain, advise or maintain any such insurance, suretyship or bond for any particular construction project, joint venture or partnership.

All other terms and conditions remain unchanged.

Attached to and forming a part of policy no. 61834252 of The Granite State Insurance Company (C.V. Starr & CO.) effective January 10, 1984.

Authorized Representative

POI	JCY		INSUROR	POLICY NUMBER	POLICY TERM	INS	URANCE LIMITS
í.	DO	aestic non-marine					
	A.	Comprehensive General	Actua Casualty &	05 AL 189534SCA	5-1-82/85	1.	General Liability
		& Automobile Liability including Professional Liability	Surety Company				a. Bodily Injury and Property Damage Liability Combined Single Limit
							1) Each occurrence \$ 500,000
		•				•	2) Annual aggregate other than Cal Gas \$ 5,000,000
				•			3) Annual aggregate for Cal Gas \$ 5,000,000
							b. Personal Injury and Advertising Liability- annual aggregate \$ 1,000,000
							e. Employee Benefits Liability-
							1) Each employee \$ 1,000,000
							2) Annual aggregate \$ 5,000,000
		<i>!</i>				2.	Professional Liability - each claim \$ 500,000
		·				3.	Automobile Liability Bodlly Injury and Property Damage Liability including Cargo coverages -
							each occurrence \$ 500,000

PO	LICY		INSUROR	POLICY NUMBER	POLICY TERM	INSU	JRANCE LIMITS
i.	DO	MESTIC NON-MARINE (continued)					
	В.	Comprehensive General & Automobile Liability	Aetna Casualty & Surety Company	to be determined	11-23/82 to 5-1-84	1.	General Liability
		for - Dillingham-Tokola, a Joint Venture (Golden Gate					a. Bodily Injury and Property Damage Liability Combined
		Bridge Project)					Single Limit -
		e:Item I, A, above applies "Difference in Conditions"					1) Each occurrence \$ 500,000
	basi	s to this policy					2) Annual aggregate \$ 5,000,000
							b. Personal Injury and Adver- tlsing Liability - Annual aggregate \$ 1,000,000
							c. Employee Benefits Liability -
							1) Each employee \$ 1,000,000
							2) Annual aggregate \$ 5,000,000
		<i>{</i>					Automobile Liability Bodily Injury and Property Damage Liability - Each occurrence \$ 500,000
		;					wen occurrence \$ 100,000

POLICY	•	INSUROR	POLICY NUMBER	POLICY TERM	INS	URAN	ICE LIMITS	
c.	Comprehensive General Liability for -	Actne Cossalty & Surety Company	to be determined	11-23-82 to 5-1-84	1.	Ger	neral Liability	
	Ameleo Electric (sub- contractor on Golden Gate Bridge Project)					a.	Bodily Injury and Property Damage Liability Combined Single Limit -	
Note	:1. Item I, A above applies on						1) Each occurrence	\$ 500,000
	 "Difference in Conditions basis to this polley. 	,t9					2) Annual aggregate	\$ 5,000,000
						b.	Personal Injury and Advertising Liability – Annual aggregate	\$ 000,000,1
						e.	Employee Benefits Liability	
							1) Each employee	\$ 1,000,000
							2) Annual aggregate	\$ 5,000,000
D.	Comprehensive General Liability for Kingston	Actna Casualty & Surety Company	05GL1442SCA	5-1-82/85	1.	Gen	eral Liability	
	,					ā.	Bodily Injury and Property Damage Liability Combined Single Limit -	
	1						1) Each occurrence	\$ 500,000
							2) Annual aggregate	\$ 5,000,000
						b.	Personal Injury and Advertising Liability -	
							Annual aggregate	\$ 1,000,000
						c.	Employee Benefits Limbility -	
							1) Ench employee	\$ 1,000,000
			-3-				2) Annual aggregate	\$ 5,000,000

POLICY		•	INSUROR	POLICY NUMBER	POLICY TERM	INS	URAN	ICE L	MITS				
E.		prehensive General ility for Longhorn/	Select Insurance Company	GA 5076278	5-19-83/84	1.	Gen	eral L	ìabillty				
	Cal		Company				5.	Bodily Injury Liability ~					
Note	nl.	Cal Gas' Interest						1)	Each occurrence	\$	500,000		
		non-operator in Longhorn oil and gas drilling & exploration						2)	Annual aggregate where applicable	\$	500,000		
		program are covered by this policy.					b.	Proj	erty Damage Liability -				
	2.	Item I, G, applies as						1)	Each occurrence	\$	250,000		
		excess over this policy Item I, A, applies as "Difference in Conditions" to this policy.						2)	Annual aggregate where applicable	\$	250,000		
	3.							Underground Resources and Equipment - Annual aggregate	\$	250,000			
						2. Personal injury and Advertising Liability -							
							a .	Ann	ual aggregate	\$	500,000		
F.	Liab	prehensive Automobile illty for Longhorn/	Select Insurance Company	GA 5072434	12-13-83/84	1.			ury and Property Damage Combined Single Limit -				
	Cal	Gas i					a.	Eacl	occurrence	\$	500,000		
Note	e: l.	Cal Gas' Interest as non-operator in Long- horn oil and gas dril- ling and exploration programs are covered by this policy.											
	2.	Item I, G, applies as excess over this policy									GSIC 00		

POLICY		INSUROR	POLICY NUMBER	POLICY TERM							
G.	Owners' and Contractors Pro- protective Liability for Chicago	Aelna Casualty &	05PC38002SCA	5-1-80/84	1.	General Liability					
	Housing Authority (Ball-Healy-	Surety Company				a. Bodily Injury Liability -					
	Horn's Chicago V Project)					1) Each occurrence \$ 1,000,000					
						b. Property Damage Liability -					
						1) Each occurrence \$ 200,000 2) Annual aggregate \$ 400,000					
H.	Owners' Landlords' and Tenants' Liability for Commonwealth	Actna Casualty & Surety Company	05GS257829SCA	1-1-80 to 5-1-84	1.	General Liability					
	Edison Co. (Ball/DEW's Chicago II project)	ourery company		3-1-04		a. Bodlly Injury Liability					
	Cincago ii projecti					1) each occurrence \$ 1,000,000					
						b. Property Damage Liability					
						1) Each occurrence \$ 300,000					
						2) Annual Aggregate \$ 300,000					
ī.	State Benefits - Statutory Workers Compensation	Aetna Casuatty & Surety Company	05C263431SCA	5-1-83/84	1.	Employers' Liability Bedily Injury by accident or disease -					
	,					a. Each accident \$ 500,000					
	;					b. Annual aggregate disease, all employees \$ 500,000					
J.	Federal Benefits-Statutory Workers Compensation	Aetna Casualty & Surety Company	05C263432SCA	5-1-83/84	1.	Employers' Liability Bodily Injury by accident or disease ~					
						a. Each accident \$ 500,000					
						b. Annual aggregate disease, all employees \$ 500,000					

POLICY				INSUROR	POLICY NUMBER	POLICY TERM	INSL	JRAN	CE LIMITS		
ĸ.	State and Federal Benefits - Statutory Workers' Compensa- tion for Dillingham sponsored Joint Venture and designated			Aetna Casualty & Surety Company		5-1-83/84	1.	Bodi	olovers' Liability ily Injury by accident isease -		
		eontra						a.	Each accident	\$	500,000
					•			b.	Aggregate disease, all employees	\$	500,000
	ı.	Joint	Ventures -				٠				
		a. Auburn Constructors (Kerekhoff 2)			05C263433SCA			As a	bove		
	b. Ball/Conco-BPA (Salt Gita)				05C263441SCA			As a	bove		
		c.	Ball/DEW (Chicago XI)		05C263435SCA			As a	bove		
		đ.	Ball-Healy-Horn (Chicago V)		05C263434SCA			As a	bove		
	e. Dillingham Tokola (Golden Gate Bridge)				05C263448SRA			As a	bove		
	2.	Suber	ontractors								
		4.	Ameleo Electric (Golden Gate Bridge)		05CK263440-SSA			As a	bove		
		b.	Kingston Contracting (Karckhoff 2)		05C263436SCA			As a	bove		

POLICY		INSUROR	POLICY NUMBER	POLICY TERM	INSU	IRANCE LIMITS		
L.	Excess Workers Compensation including State and Federal Acts	Actna Casualty & Surety Company	05XC16SCA	5-1-83/84	1.	Bodily Injury by accident or disease excess \$100,000 Self- Insured Retention		
					a.	Each accident	\$	400,000
					b.	Annual aggregate disease, all employees	\$	400,000
M.	Aircraft Liability	USAIG	360AC-49954	2-1-83/84	1.	Owned Aircraft Combined Liability for Bodily Injury and Property Damage Liability -		
						a. Each occurrence	\$ 10	0,000,000
					2.	Non-Owned Aircraft Combined Liability for Bodily Injury and Property Damage Liability -		
						a. Each occurrence	\$ 10	,000,000

POL	Ю¥		INSUROR	POLICY NUMBER	POLICY TERM	INSU	IRANCE LIMITS		•
n.	FOR	EIGN NON-MARINE							
	Α.	Comprehensive General and Automobile Liability including locally admitted underlying policies	Insurance Company of the State of Pennsylvania (American Int'l Underwriters)	80-128303	5-1-83/84	1.	General and Automobile Bodily Injury and Property Damage Liability combined Single Limit -		
			Underwriters)				a. Each occurrence	\$	500,000
		-					b. Products Liability annual aggregate	\$	500,000
						2.	Professional Liability -		
			•				a. Each claim	\$	500,000
	B.	Comprehensive General and Automobile Liability for Dillingham Construction international, Inc./Towell Joint Venture (Masrish	Reliance Insurance Company	L05-1578	9-15-81/ 5-1-85	1.	l. General Liability Bodily Injury and Property Damage Liability combined Single Limit -		
		leland I & il, Oman, project)					a. Each occurrence	\$	1,000,000
							b. Annual aggregate where applicable	\$	1,000,000
		ſ	•			2.	Personal Injury Liability -		
							a. Annual aggregate	\$	1,000,000
						3.	Employee Benefits Liability -		
							a. Each claim	\$	1,000,000
							b. Annual aggregate		1,000,000
						4.	Automobile Liability Bodily Injury Injury and Property Damage Liability combined Single Limit -		
							a. Each occurrence	\$	1,000,000

PC	LICY		INSUROR	POLICY NUMBER	POLICY TERM	INSU	IRANC	E LII	MITS		
n.	POR	REIGN NON-MARINE (Continued)								tr.	anadian \$)
	c.	Comprehensive General	United States	BCC 1117	12-31-82/83	1.	Gener	ral Li	ability	"	annomit #7
		Liability for Dillingham Construction Ltd. (Canada)	Pidelity & Guaranty Company					Liabi	ly Injury and Property lity combined e Limit -		
								1)	Each occurrence	\$	500,000
		Note:Item I, A, applies as "Difference in Conditions" and						2)	Annual aggregate products and completed operations	\$	5,000,000
		Excess of this policy						Sublicut out of blast driving remo	erty Damage Liability mit for losses arising if use of explosives for ing, vibration from pile ng or caisson work or the wal or weakening of support y property —		
								1)	Each occurrence	\$	500,000
								2)	Annual aggregate operations and contractual		1,000,000
						2.	Perso	nal (r	dury Liability -		
		;					a.	Each	person annual aggregate	\$	1,000,000
							b.	Cove	rage annual aggregate	\$	5.000,00
						3.	Premi	ises I	egal Liability -	\$	5,000.000
							a.	Each	occurrence	\$	100,000
						4.	Non-C	Owne	d Automobile Liability -		
							a.	Each	occurrence	\$	1,000,000

POLICY		INSUROR	POLICY NUMBER	POLICY TERM	INST	URANCE LIMITS	
n. Po	REIGN NON-MARINE (continued)						
D.	Comprehensive General Liability for Dillingham Construction Ltd. (Canada)	The Canadian Indemnity Company	AA36158	12-31-80/83	1.	Bodily Injury and Property Damage Liability combined Single Limit -	
						a. Each occurrence	\$ 500,000 (Canadian \$)
	Note: Item 1, A, applies as Difference in Conditions	•		•		•	(Canadian >)
E.	Poreign Workers Compensation including locally admitted underlying policies	Insurance Company of the State of Pennsylvania (American Inter-	83-42066	5-1-83/84	i.	Employers' Liability Bodily Injury by accident or disease	
		national Underwriters))			a. Each accident	\$ 500,000
						 Annual aggregate disease, all employees 	\$ 500,000
F.	Guam Workers Compensation	American flome Assurance Company (American Inter- national Underwriters)	83-40265	5-1-83/84	1.	Employers Liability Bodily Injury by accident or disease -	
						a. Each accident	\$ 500,000
	; ;					 Annual aggregate disease, all employees 	\$ 500,000
G.	Foreign Workers Compensation for Dillingham Construction International, Inc./Towell Joint Venture (Masriah	Reliance Insurance Company (AFIA)	WC001595	9-15-81 to 5-1-85	1.	Employers' Liability Bodily Injury by accident or disease	
	Island I & II, Oman project)					n. Each accident	\$ 1,000,000
						b. Annual aggregate disease, all employees	\$ t,000,000

POL	ICY		INSUROR	POLICY NUMBER	POLICY TERM	INS	URANCE LIMITS
П.	FOR	tEIGN NON-MARINE (continued)					
	н.	Excess Liability for Dillingham Construction International, Inc./Fowell Joint Venture (Masirah	APIA/Aetna APIA/Aetna Continental Pacific Ins. Co.	X1.05-1002 X1.05-1003 L2947111 7928-38-66	9-15-81 to 5-1-83	1.	. Excess Liability - a. Each occurrence \$ 29,000,000 Excess of underlying
		island I & II, Oman Project)	racine his co.	7520 30 00			b. Annual aggregate \$ 29,000,000 Excess of underlying
		Note: This policy applies excess of Items II., B., and II., G.					
m.	MAI	TINE					
	A.	Primary Protection & Indemnity	Lloyd's Under- writers through	A83/14253	1-1-83/64	1.	Protection & Indemnity \$ 300,000
			C.A. Parr (Agencles) Ltd.				a. Each vessel, accident or occurrence
	Ð.	Marine Package		83-400-A	1-1-83/84	1.	Hull & Machinery - Vessels and (see policy) valuations per policy
			1. Lloyd's Under- writers through	•		2.	Excess Protection & Indemnity -
			Hartley, Cooper & Co. Ltd. (65%)				a. Each vessel, accident or occur- rence excess of underlying \$ 700,000
		:	2. American Home Assurance Co.			3.	Ship Repairer's Legal Liability
		·	through American International				a. Any one claim \$ 1,000,000
			Marine Agency (11.5%)			4.	Pliot's Legal Liability -
							a. Each and every accident or \$ 1,000,000 occurrence
						5.	Miscellaneous Marine Liabilitles-
			. '				a. Each and every accident or \$ 1,000,000 occurrence

POL	ICY		INSUROR	POLICY NUMBER	POLICY TERM	INS	SURANCE LIMITS	
ni.	MA.	RINE (continued)						
	B.	Continued	4. Northwestern National Insur- ance Co. through Taibot Bird & Co. (6%)					
			5. Continental Insur- ance Co. through Marine Office of America Corp. (4%)	ı				
			6. Albany Insurance Company (3%)					,
			7. Employers of Wausa through American Marine Underwriter (1%)					
	C.	Seow Care, Custody and Control	St. Paul Pire and Marine	M-20520	1-23-83/84	a.	Any one vessel, any one accident	\$ 1,000,000 (Canadian \$)
	D.	Hull & Machinery Including War Risk for Australia	1. Associated Nat'l ins. Co. (54%)		9-1-82/ 8-31-83	8.	Separate values as declared each vessel	
		1	2. State Government Insurance Office (17%)					
			3. Preservatrice Skandla Ins. Co. (10%)	•				
			4. Atlantica ins. Co. (8%)	v				
			5. Sundry ~ (11%)					
								CCTC 0021

POL	<u>ICY</u>		INSUROR	POLICY NUMBER	POLICY TERM	INSU	URANCE LIMITS		
m.	MAI	RINE (continued)							
	E.	Stevedores and Wharfingers Liability for Australia	1. Associated Nat'l Ins. Co. (50%)		9-1-82 to 9-31-83	6.	Any one accident	AS	1,000,000
			2. State Government Insurance Office (5)	0%)					
	P.	Protection & Indemnity Including Oil Pollution	Britania Steam Ship Ins. Assoc., Ltd.		2-2-83/84	۵.	Legal Liability	U	olimited
		for Australia	mor reserve att.			b.	Oil Pollution	\$	300,000

POLICY	INSUROR	POLICY NUMBER	POLICY TERM	INS	URANCE LIMITS	
IV. MARINE/NON-MARINE						
A. Operators' Extra Expense	All American Marine Slip (15%) Lideal Mutual	Risk Number 796	8/1/83-84	1.	All exposures except seepage and pollution and Care, Custody and Control - scaled to Assured's Interest.	
	Insurance Co. through Haddon S. Praser Assoc. (7.5%	5)			a. Any one accident or occurrence \$ 20,000,000	
	3. Arkwright-Boston			2.	Care, Custody and Control - scaled to Assured's interest.	
	Manufacturers Mutual Insurance Company through Pacific Mutual			3.	a. Any one accident or occurrence \$ 4,000,000 Seepage and Pollution - scaled to to Assured's interest.	
	Marine Office (2.59	6)		a.	Any one accident or occurrence \$ 10,000,000	
	4. AIG OII Rig Inc. (16	1%)				
	5. Commonwealth Instance Company (25%					
,	6. Hull and Company (12.5%)					
	7. Home Ins. Co. (15%)				
	8. St. Paul Surplus Lines (2.5%)					
	9. Pirst State (10%)					

POLIC	<u> </u>	INSUROR	POLICY NUMBER	POLICY TERM	INS	URANCE LIMITS
•	C. Excess Seepage and Pollution	J. H. Blades		5-1-83/84	a.	Any one accident or occurrence excess of limits available for Seepage and Pollution (if any) under scheduled (OEE) Operators' Extra Expense placements \$ 10,000,000

Any provisions required by law to to lated in pounce issued by a Subscribe latero, shall be deemed to have been stated herein.

WITNESS WHEREOF, the Subscribers hereunder each severally, but not jointly, and not on the part of one for the their or any of the others have caused this policy to be signed by a duly authorized officer, attorney or agent, this

SUBSCRIBER	AMOUNT INSURED	RATE	PREMIUM	AUTHORIZED SIGNATURE FOR SUBSCRIBER
GRANITE STATE INSURANCE COMPANY (C.V. Starr & Co.)	\$25,000,000.	As Agreed	\$850,000.	First Million
·-				
			,	

JOHNSON & HIGGINS
MARINE DEPARTMENT
J&H-JP Form 2

GSIC 002192

PROTECTED MATERIAL Subject To Protective Order



☐ NEW HAMPSHIRE INSURANCE COMPANY MANCHESTER, NEW HAMPSHIRE

C. V. STARR & CO.

UNDERWRITING MANAGERS

SAN FRANCISCO SEATTLE LOS ANGELES PORTLAND CHICAGO

UMBRELLA LIABILITY POLICY DECLARATIONS

Renews_	6180-7343	Polic	y Number	6181 -	<u>844</u> 9
ITEM 1(a)	Named Assured:	DILLINGHAM CORP	ORATION, ET AL (AS P	ER ENDORSEMENT	NO.1)
(b)	Address of Named Assured:		FORNIA BOULEVARD, SU ALIFORNIA 94596	ITE 930	
	laration page, with policy pr e numbered Umbrella Liabilit		ements, if any, issued to	form a part thereof	f, complete
ITEM 2	Policy Period: From (12:01) A.M. Standard Tim			1, 1982 Above.	
ITEM 3	Limit of Liability - as Insuri	ing Agreement II.			
	(a) Limit in all in respect of	each occurrence	\$5,000,000.00		
	(b) Limit in the aggregate for period where applicable		\$5,000,000.00		
	(c) Self Insured Retention		\$ 100,000.00		
ITEM 4	Notice of Occurrence (Cond	dition G) to: C.V. St			04111
ITEM 5	Currency (Condition Q): U.	S. Dollars	SAN FRANCIS	CO, CALIFORNIA	34111
ITEM 6	Payment of Premium (Conc	lition Q) to: C.V. St	•	CADERO CENTER	94111
ITEM 7	Premium Computation: Rating Basis	Estimated Exposure	Estimated Premium \$	Rate FLAT	
	Deposit Premium \$ 400,000.00	Minimum Premium \$ 400,000.00	Audit Period NONE		

MAY 13, 1981 KJ/GJW/yn

Underwriting Managers

M. M. M. M. M.

CVS 1116

GSIC 002193

ORIGINAL

03 63



GRANITE COMPANY □ New Hampshire INSURANCE COMPANY MANCHESTER, NEW HAMPSHIRE

C. V. STARR & CO.

UNDERWRITING MANAGERS

SAN FRANCISCO SEATTLE LOS ANGELES PORTLAND CHICAGO

UMBRELLA LIABILITY POLICY

		DECLARATION	ONS	
Renews_	6180-7343	Policy N	umber	6181 - 8449
ITEM 1(a)	Named Assured:	DILLINGHAM CORPORT	ATION, ET AL (AS PER	ENDORSIDEERT NO.1)
(b)	Address of Named Assured	: 1990 HORTE CALIPON WALNUT CREEK, CALI		T 930
	laration page, with policy p e numbered Umbrella Liabili		nts, if any, issued to for	m a part thereof, completes
ITEM_2	Policy Period: From (12:01) A.M. Standard Tim		To PAY 1 Jamed Assured Stated Ab	
ITEM 3	Limit of Liability - as Insur	ring Agreement II.		•
	(a) Limit in all in respect o	f each occurrence	s 5,000,000.00	
	(b) Limit in the aggregate f period where applicable		\$ 5,000,000.00	
	(c) Self Insured Retention		\$ 100,000.00	
ITEM 4	Notice of Occurrence (Con	dition G) to: C.V. Starr 8	Co., THREE IMEARCA SAN FRANCISCO	DERO CENTER . CALIFORNIA 94111
ITEM 5	Currency (Condition Q): U	I.S. Dollars	mm ramoroco	· ·
ITEM 6	Payment of Premium (Con	dition Q) to: C.V. Starr &	Co. , THREE EMBARCA SAN FRANCISCO	DERO CENTIR , CALIFORNIA 04111
ITEM 7	Premium Computation: Rating Basis	Estimated Exposure	Estimated Premium \$	Rate
	Deposit Premium \$ 400,000.00	Minimum Premium \$ 400,800.00	Audit Period	
				GSIC 002194
CV5 1116	HAY 13, 1981 EJ/GJ	W/yn. C.V. STARR a Underwriting A		

CVS 1116

SC DULE OF UND	ERLYING INSURANC	
Attached to and Forming Part of Policy No. \$101-2449 issued To DILLINGUAM CORPORATION, ET AL	Effective Date MAY 1.	1901
Type of Policy Or Coverage	Limits o	of Liabuity
Comprehensive General	Bodily Injury Liabi	lity
Liability	\$	each person
	\$	each occurrence
	\$	aggregate
AS 71% LHEORSEMENT LO. 2	Property Damage L	lability
	\$	each occurrence
	\$	aggregate
	Combined Single L	ımit
	\$	•
Automobile Liability	Bodily Injury	
	\$	each person
	\$	each occurrence
as fer indoesiment 20. 1	Property Damage	
	\$	each occurrence
	Combined Single Li	mít
	s	
Employers Liability	Coverage and Emple	oyers Liability
as the impossimma bo. 2	\$	each accident
Miscellaneous Liability		
as ful eluquelialit 10. 2		
Primary Coverage Provides: Products/Completed Operations Broad Form Property Damage Lloyds Bureau Personal Injury Fire Legal Liability	Blanket Contractual Liability "X.C.U." Hazards Errors and Ommissions/Malpractice Water Craft Liability Employees As Additional Assureds Employee Benefits Liability Other	मुखाम
	GSI C.V. STARR & CO. Underwriting Managers By	C 002195

INSURING AGREEMENTS

1. COVERAGE

THIS POLICY IS TO INDEMNIFY THE INSURED IN . ESPECT OF THE FOLLOWING (INCLUDING SUCH EXPENSES AS ARE SET OUT IN THE DEFINITION OF ULTIMATE NET LOSS):

- A. ALL PROTECTION AND INDEMNITY RISKS OF WHATSOVER NATURE INCLUDING, BUT NOT LIMITED TO THOSE COVERED BY THE UNDERLYING PROTECTION AND INDEMNITY INSURANCE OR WHICH ARE ABSOLUTELY OR CONDITIONALLY UNDERLYING BY THE LONDON GROUP OF MUTUAL PROTECTION AND INDEMNITY CLUBS.
- B. GENERAL AVERAGE, COLLISION LIABILITIES, SALVAGE, SALVAGE CHARGES AND SUE AND LABOR ARISING FROM ANY CLAUSE WHATSOEVER AND ALSO OTHER MARINE LIABILITIES WHICH ARE ABSOLUTELY OR CONDITIONALLY UNDERWRITTEN BY THE OCEAN MARINE DEPARTMENTS OF INSURANCE COMPANIES OR LLOYD'S MARINE UNDERWRITERS.
- C. ALL OTHER SUMS WHICH THE INSURED SHALL BECOME LEGALLY LIABLE TO PAY OR BY CONTRACT OR AGREEMENT BECOME LIABLE TO PAY IN RESPECT OF CLAIMS MADE AGAINST THE ASSURED FOR DAMAGES OF WHATSOVER NATURE ON ACCOUNT OF:
 - (1) PERSONAL INJURIES, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM
 - (2) PROPERTY DAMAGE
 - (3) ADVERTISING LIABILITY,

CAUSED BY OR ARISING OUT OF EACH OCCURRENCE HAPPENING ANYWHERE IN THE WORLD. NOTWITHSTANDING THE FOREGOING, THIS INSURANCE SHALL NOT COVER LIABILITY ARISING BY REASON OF INSOLVENCY OR INADEQUACY OF CAPITAL.

2. LIMIT OF LIABILITY - UNDERLYING LIMITS

UNDERWRITERS HEREON SHALL ONLY BE LIABLE FOR THE EXCESS OF EITHER:

A. THE AMOUNT(S) OF THE LIMIT(S) SET OUT IN UNDERLYING INSURANCES IDENTIFIED IN THE ATTACHED SCHEDULE (WITH RESPECT TO GENERAL AVERAGE, SALVAGE, SALVAGE CHARGES, SUE AND LABOR EXPENSES THE SUM(S) OF SAID EXPENSES ACTUALLY INSURED UNDER THE UNDERLYING POLICIES SHALL BE DEEMED THE AMOUNT (S) OF THE LIMIT(S) OF SAID UNDERLYING POLICIES), OR

ATTACHING TO AND BECOMING PART OF GRANITE STATE POLICY NUMBER 6181-8449

GSIC 002196

B. \$100,000. ULTIMATE NET LOSS IN RESPECT OF EACH OCCURRENCE NOT COVERED BY SAID UNDERLYING INSURANCES (ALL HEREINAFTER CALLED THE "UNDERLYING LIMITS").

AND THEN ONLY UP TO A FURTHER

- \$ 5,000,000LTIMATE NET LOSS IN RESPECT OF EACH OCCURRENCE.
- C. IN THE EVENT THAT ANY AGGREGATE LIMIT OF LIABILITY CONTAINED IN THE UNDERLYING INSURANCE, WHETHER THE PERIOD OF SUCH UNDERLYING IS OR MAY BE NON-CONCURRENT WITH THE PERIOD OF THIS POLICY, IS REDUCED OR EXHAUSTED BY REASON OF LOSSES PAID THEREUNDER, THIS POLICY SHALL CONTINUE SUCH COVERAGE AS AFFORDED BY UNDERLYING INSURANCE IN EXCESS OF THE REDUCED OR EXHAUSTED LIMIT.

3. PREMIUMS

THE PREMIUM HEREUNDER, PAYABLE AS SCHEDULED BELOW, SHALL BE THE TOTAL AMOUNT AS STATED IN THE DECLARATIONS ITEM 5. TOTAL PREMIUM.

INSTALLMENT DATE		AMOUNT DUE
MAY		\$400,000.00
AUGUST	~	AT INCEPTION
NOVEMBER		AT INCEPTION
FEBRUARY		AT INCEPTION

TOTAL PREMIUM

DEFINITIONS

1. INSURED

THE UNQUALIFED WORD "INSURED", WHEREVER USED IN THIS POLICY, INCLUDES NOT ONLY THE NAMED INSURED BUT ALSO:

- A. ANY EXECUTIVE OFFICER, DIRECTOR, STOCKHOLDER, PARTNER, OR EMPLOYEE OF THE NAMED ASSURED AND ANY MEMBER OF THE ADVISORY COMMITTEE, WHILE ACTING IN HIS CAPACITY AS SUCH;
- B. ANY PERSON, ORGANIZATION, TRUSTEE OR ESTATE TO WHOM THE NAMED ASSURED IS OBLIGATED BY VIRTUE OF A WRITTEN CONTRACT OR AGREEMENT TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY, BUT ONLY IN RESPECT OF OPERATIONS BY OR ON BEHALF, OR TO FACILITIES OR USE BY THE NAMED INSURED.

- C. ANY ADDITIONAL INSURED (NOT BEING THE NAMED INSURED UNDER THIS POLICY) INCLUDED IN THE UNDERLYING INSURANCES, BUT NOT FOR BROADER COVERAGE THAN IS AVAILABLE TO SUCH ADDITIONAL INSURED UNDER ANY UNDERLYING INSURANCES.
- D. WITH RESPECT TO ANY AUTOMOBILE OWNED BY THE NAMED INSURED OR HIRED FOR USE IN BEHALF OF THE NAMED INSURED OR TO ANY AIRCRAFT OWNED BY THE NAMED INSURED OR HIRED FOR USE IN BEHALF OF THE NAMED INSURED, ANY PERSON WHILE USING SUCH AUTOMOBILE OR AIRCRAFT AND ANY PERSON OR ORGANIZATION LEGALLY RESPONSIBLE FOR THE USE THEREOF, PROVIDED THE ACTUAL USE OF THE AUTOMOBILE OR AIRCRAFT IS WITH THE PERMISSION OF THE NAMED INSURED. THE INSURANCE EXTENDED BY THIS SUB-DIVISION (C), WITH RESPECT TO ANY PERSON OR ORGANIZATION OTHER THAN THE NAMED INSURED, SHALL NOT APPLY-
 - (1) TO ANY PERSON OR ORGANIZATION, OR TO ANY AGENT OR EMPLOYEE THEREOF OPERATING AN AUTOMOBILE REPAIR SHOP, PUBLIC GARAGE, SALES AGENCY, SERVICE STATION, OR PUBLIC PARKING PLACE, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF THE OPERATION THEREOF;
 - (2) TO ANY MANUFACTURER OF AIRCRAFT, ENGINES, OR AVIATION ACCESSORIES, OR ANY AVIATION SALES OR SERVICE OR REPAIR ORGANIZATION OR AIRPORT OR HANGER OPERATOR OR THEIR RESPECTIVE EMPLOYEES OR AGENTS, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF THE OPERATION THEREOF;
 - (3) WITH RESPECT TO ANY AUTOMOBILE OR AIRCRAFT, TO THE OWNER THEREOF OR ANY EMPLOYER OF SUCH OWNER.

2. OCCURRENCE

THE TERM "OCCURRENCE", WHEREVER USED HEREIN, SHALL MEAN ONE HAPPENING OR SERIES OF HAPPENINGS, ARISING OUT OF OR DUE TO ONE EVENT TAKING PLACE DURING THE TERM OF THIS POLICY.

3. ULTIMATE NET LOSS

THE TERM "ULTIMATE NET LOSS" SHALL MEAN THE TOTAL SUM WHICH THE INSURED BECOMES OBLIGATED TO PAY BY REASON OF MATTERS SET OUT IN INSURING AGREEMENT 1, INCLUDING COMPROMISE SETTLEMENTS AND SHALL INCLUDE HOSPITAL, MEDICAL AND FUNERAL CHARGES AND ALL SUMS PAID AS SALARIES, WAGES, COMPENSATION, FEES, CHARGES AND LAW COSTS, PREMIUMS ON ATTACHEMENT OR APPEAL BONDS, INTEREST, EXPENSES FOR DOCTORS, LAWYERS,

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NURSES AND INVESTIGATORS AND OTHER PERSONS, AND FOR LITIGATION, SETTLEMENT ADJUSTMENT AND INVESTIGATION OF CLAIMS AND SUITS WHICH ARE PAID AS A CONSEQUENCE OF ANY OCCURRENCE COVERED HEREUNDER, EXCLUDING, HOWEVER, THE SALARIES OF THE INSURED'S PERMANENT EMPLOYEES AND GENERAL OFFICE OVERHEADS AND ALSO EXCLUDING ANY PART OF SUCH EXPENSES FOR WHICH THE INSURED IS COVERED BY OTHER VALID AND COLLECTIBLE INSURANCE.

4. AUTOMOBILE

THE TERM "AUTOMOBILE", WHEREVER USED HEREIN, SHALL MEAN A LAND MOTOR VEHICLE, TRAILER OR SEMI-TRAILER.

5. AIRCRAFT

THE TERM "AIRCRAFT", WHEREVER USED HEREIN, SHALL MEAN ANY HEAVIER THAN AIR OR LIGHTER THAN AIR AIRCRAFT DESIGNED TO TRANSPORT PERSONS OR PROPERTY.

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EXCLUSIONS

THIS POLICY SHALL NOT APPLY:

- 1. A. TO INDEMNIFY ANY INSURED WHOSE DISHONESTY OR FRAUD, COMMITTED INDIVIDUALLY OR IN COLLUSION WITH OTHERS, CAUSED THE LOSS FOR WHICH THE ASSURED SEEKS INDEMNITY; NOR
 - B. TO INDEMNIFY ANY INSURED AGAINST CLAIMS BASED UPON ANY INTENTIONAL NON-COMPLIANCE WITH ANY STATUTE OR REGULATION UNLESS SUCH CLAIM(S) BE FOR DAMAGES OCCASIONED BY ACTUAL OR ALLEGED BODILY INJURY (FATAL OR OTHERWISE) OR PHYSICAL LOSS OF, DAMAGE TO, AND/OR LOSS OF USE OF TANGIBLE PROPERTY: NOR
 - C. TO INDEMNIFY ANY INSURED IN RESPECT OF ANY CRIMINAL FINES OR CRIMINAL PENALTIES INCURRED THROUGH THE CRIMINAL ACT OF THAT INSURED.
- WITH RESPECT TO ADVERTISING ACTIVITIES TO CLAIMS AGAINST THE INSURED: -
 - A. FOR FAILURE OF PERFORMANCE OF CONTRACT, BUT THIS SHALL NOT RELATE TO CLAIMS FOR UNAUTHORIZED APPROPRIATION OF IDEAS BASED UPON ALLEGED BREACH OF AN IMPLIED CONTRACT;
 - B. BY ADVERTISING AGENTS OF THE ASSURED:
 - C. FOR INFRINGEMENT OF REGISTERED TRADE MARK, SERVICE MARK OR TRADE NAME BY USE THEREOF AS THE REGISTERED TRADE MARK, SERVICE MARK OR TRADE NAME OF GOODS OR SERVICE SOLD, OFFERED FOR SALE OR ADVERTISED, BUT THIS SHALL NOT RELATE TO TITLES OR SLOGANS;
 - D. FOR INCORRECT DESCRIPTION OF ANY ARTICLE OR COMMODITY:
 - E. FOR MISTAKE IN ADVERTISED PRICE.
- 3. TO ANY CLAIM(S) MADE BY ANY NATIONAL, STATE OR LOCAL GOVERNMENT SUB-DIVISIONS OR AGENCIES THEREOF, UNLESS SUCH CLAIM(S) BE FOR DAMAGES OCCASIONED BY ACTUAL OR ALLEGED PERSONAL AND/OR BODILY INJURY (FATAL OR OTHERWISE), PHYSICAL LOSS OF, DAMAGE TO AND/LOSS OF USE OF TANGIBLE PROPERTY.
- 4. TO ANY CLAIM(S) OR SUIT(S) ALLEGING VIOLATION OF THE ANTITRUST LAWS, UNFAIR COMPETITION OR OTHER ACTS ALLEGEDLY IN RESTRAINT OF TRADE.

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- 5. TO ANY STOCKHOLDER'S DERIVATIVE ACTION(S).
- 6. TO CLAIMS FOR NON-PAYMENT OR DELAY IN PAYMENT OF CHARTER HIRE; NON-PAYMENT OR DELAY IN PAYMENT OF LOANS, MORTGAGES, PROMISSORY NOTES, CHEQUES, DRAFTS OR OTHER EVIDENCE OF DEBT.
- 7. TO CLAIMS FOR INFRINGEMENT OF PATENT(S); UNAUTHORIZED USE OF TRADE MARK(S) OR TRADE NAME(S); MISAPPROPRIATION OF DESIGN(S), DRAWING(S), PROCESS(ES) OR PROCEDURE(S) OR TO CLAIMS BASED ON MISAPPROPRIATION OF MINERALS OR NON-PAYMENT OF MINERAL ROYALTIES.
- 8. A. TO LOSS, DAMAGE OR LIABILITY DIRECTLY OR INDIRECTLY OCCASIONED BY, HAPPENING THROUGH OR IN CONSEQUENCE OF WAR, INVASION, ACTS OR FOREIGN ENEMIES, HOSTILITIES (WHETHER WAR BE DECLARED OR NOT), CIVIL WAR, REBELLION, REVOLUTION, INSURRECTION, MILITARY OR USURPED POWER OR CONFISCATION OR NATIONALIZATION OR REQUISITION OR DESTRUCTION OF OR DAMAGE TO PROPERTY BY OR UNDER THE ORDER OF ANY GOVERNMENT OR PUBLIC OR LOCAL AUTHORITY.
 - B. NEVERTHELESS, THIS EXCLUSION SHALL NOT APPLY, EXCEPT AS PROVIDED IN (C) BELOW. TO LIABILITIES:
 - (1) ARISING IN CONNECTION WITH VESSELS OWNED, CHARTERED, HIRED OR OTHERWISE USED BY THE INSURED.
 - (2) ARISING OUT OF PROPERTY OF ANY KIND IN TRANSIT BY LAND, WATER OR AIR DURING SUCH PERIODS AS WOULD BE COVERED FOR FULL WAR RISKS UNDER AN INSURANCE COVERING PHYSICAL LOSS OF OR DAMAGE TO CARGO SUBJECT TO THE INSTITUTE WAR CLAUSES RELEVANT TO THE PARTICULAR FORM OF TRANSIT.
 - (3) ARISING OUT OF ANY WATERBORNE OPERATIONS.
 - (4) TO SEAMEN OR UNDER WORKERS' COMPENSATION STATUTES.
 - (5) FOR DEATH OF OR BODILY INJURY TO PERSONS OF ANY KIND.
- C. NOTWITHSTANDING THE PROVISIONS OF (B) ABOVE, THE CLAUSE SET OUT IN (A) ABOVE SHALL APPLY TO THE LIABILITIES SET OUT IN (B) ABOVE:

- (1) UNLESS SOONER APPLIED UNDER THE PROVISIONS OF (2) OR (3), AUTOMATICALLY UPON AND SIMULTANEOUSLY WITH THE OUTBREAK OF WAR (WHETHER THERE BE DECLARATION OF WAR OR NOT) BETWEEN ANY OF THE FOLLOWING COUNTRIES: UNITED STATES OF AMERICA, UNITED KINGDOM, FRANCE, THE UNION OF SOVIET SOCIALIST REPUBLICS, THE PEOPLE'S REPUBLIC OF CHINA.
- AT ANY TIME AT THE INSURED'S REQUEST, OR BY UNDERWRITERS GIVING 14 DAYS WRITTEN NOTICE TO THE ASSURED, BUT IN NO EVENT SHALL SUCH NOTICE AFFECT OR POSTPONE THE OPERATIONS OF THE PROVISIONS OF (1) or (3). WRITTEN OR TELEGRAPHIC NOTICE SENT TO THE INSURED AT HIS (ITS) LAST KNOWN ADDRESS SHALL CONSTITUTE A COMPLETE NOTICE AND SUCH NOTICE MAILED OR TELEGRAPHED TO THE SAID INSURED, CARE OF THE BROKER WHO NEGOTIATED THIS INSURANCE, SHALL HAVE THE SAME EFFECT AS IF SENT TO THE SAID INSURED DIRECT. THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE AND THE EFFECTIVE DATE AND HOUR OF THE OPERATION OF THE CLAUSE SET OUT IN (A) ABOVE SHALL BE 14 DAYS FROM MIDNIGHT OF THE DAY ON WHICH SUCH NOTICE WAS MAILED OR TELEGRAPHED AS AFORESAID. UNDERWRITERS AGREE, HOWEVER, THAT THE CLAUSE SET OUT IN (A) ABOVE SHALL NOT APPLY SUBJECT TO AGREEMENT BETWEEN UNDERWRITERS AND THE INSURED PRIOR TO THE AFORESAID EFFECTIVE DATE AND HOUR AS TO AN ADDITIONAL PREMIUM AND/OR NEW CONDITIONS AND/OR WARRANTIES.
- (3) UNLESS SOONER TERMINATED UNDER THE PROVISIONS OF
 (1) OR (2), AUTOMATICALLY IN RESPECT OF ANY
 INSURED VESSEL IF AND WHEN SUCH VESSEL IS
 REQUISITIONED, EITHER FOR TITLE OR USE, BY THE
 GOVERNMENT OF THE UNITED STATES OR OF THE COUNTRY
 IN WHICH THE VESSEL IS OWNED OR REGISTERED OR OF
 THE COUNTRY IN WHICH ANY SUCH RIGHT OF
 REQUISITION IS VESTED.

IF SUBSEQUENT TO THE AGREEMENT OF AN ADDITIONAL PREMIUM AS PROVIDED BY PARAGRAPH (2) ABOVE, EITHER THE INSURED OR UNDERWRITERS AGAIN ELECT TO EXERCISE THE OPTION PROVIDED THEREIN, OR PARAGRAPHS (1) OR (3) BECOME OPERATIVE, PRO RATA NET RETURN OF THE ADDITIONAL PREMIUM PAID SHALL BE REFUNDED TO THE INSURED.

SUCH RETURN PREMIUM WILL BE PAID ON DEMAND OR AS SOON THEREAFTER AS PRACTICABLE TO DO SO.

- 9. TO LIABILITY OR EXPENSES UNDER THE EMPLOYEES RETIREMENT INCOME SECURITY ACT (ERISA).
- 10. TO LIABILITY FROM OWNERSHIP, USE OR OPERATION OF DRILLING RIGS, DRILLING BARGES, DRILLING TENDERS, PLATFORMS, BUT THIS EXCLUSION SHALL NOT APPLY TO CRAFT SERVING THE FOREGOING SUCH AS CREW, SUPPLY, OR UTILITY BOATS, TENDERS OR TUGS;
- 11. TO INJURY, SICKNESS, DISEASE, DEATH OR DESTRUCTION:
 - A. WITH RESPECT TO WHICH AN INSURED UNDER THE POLICY IS ALSO AN INSURED UNDER A NUCLEAR ENERGY LIABILITY POLICY ISSUED BY THE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION, MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS OR NUCLEAR INSURANCE ASSOCIATION OF CANADA, OR WOULD BE AN INSURED UNDER ANY SUCH POLICY BUT FOR ITS TERMINATION UPON EXHAUSTION OF ITS LIMIT OF LIABILITY, OR
 - B. RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL AND WITH RESPECT TO WHICH (1) ANY PERSON OR ORGANIZATION IS REQUIRED TO MAINTAIN FINANCIAL PROTECTION PURSUANT TO THE ATOMIC ENERGY ACT OF 1954, OR ANY LAW AMENDATORY THEREOF, OR (II) THE INSURED IS, OR HAD THIS POLICY NOT BEEN ISSUED WOULD BE, ENTITLED TO INDEMNITY FROM THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOF, UNDER ANY AGREEMENT ENTERED INTO BY THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOF, WITH ANY PERSON OR ORGANIZATION, OR
 - RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL, IF (1) THE NUCLEAR MATERIAL IS AT ANY NUCLEAR FACILITY OWNED BY, OR OPERATED BY OR ON BEHALF OF, AN INSURED OR HAS BEEN DISCHARGED OR DISPERSED THEREFROM; (II) THE NUCLEAR MATERIAL IS CONTAINED IN SPENT FUEL OR WASTE AT ANY TIME POSSESSED, HANDLED, USED, PROCESSED, STORED, TRANSPORTED OR DISPOSED OF BY OR ON BEHALF OF AN INSURED; OR (III) THE INJURY, SICKNESS, DISEASE, DEATH OR DESTRUCTION ARISES OUT OF THE FURNISHING BY AN INSURED OF SERVICE MATERIALS, PARTS OR EQUIPMENT IN CONNECTION WITH THE PLANNING, CONSTRUCTION, MAINTENANCE OPERATION OR USE OF ANY NUCLEAR FACILITY, BUT IF SUCH FACILITY IS LOCATED WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS OR CANADA, THIS EXCLUSION (III) APPLIES ONLY TO INJURY TO OR DESTRUCTION OF PROPERTY AT SUCH NUCLEAR FACILITY.

- 12. AS RESPECTS ACTIVITIES OF THE INSURED (EXCEPT LIABILITY ARISING OUT OF OWNERSHIP, CHARTER, USE, OPERATION, MAINTENANCE, LOADING, UNLOADING OR AS A BAILEE OF ANY WATERCRAFT) EXCEPT INSOFAR AS INSURANCE IS AVAILABLE TO THE INSURED IN UNDERLYING INSURANCE, OR SUBJECT TO A MINIMUM SELF-INSURED RETENTION OF \$1,000,000 EACH ACCIDENT OR OCCURRENCE, WITH RESPECT TO THE LIABILITY OF THE INSURED ARISING OUT OF:
 - A. TO CLAIM(S) MADE BECAUSE OF THE VIOLATION OF ANY STATUE, LAW, ORDINANCE OR REGULATION PROHIBITING DISCRIMINATION OR HUMILIATION BECAUSE OF RACE, CREED, COLOR, NATIONAL ORIGIN, AGE AND/OR SEX;
 - B. TO PROPERTY OWNED OR OCCUPIED BY OR RENTED TO OR USED BY OR IN THE CARE, CUSTODY OR CONTROL OF THE INSURED OR AS TO WHICH THE INSURED IS FOR ANY PURPOSE EXERCISING PHYSICAL CONTROL;
 - C. DIRECTLY OR INDIRECTLY IN CONSEQUENCE OF THE ACTUAL OR POTENTIAL DISCHARGE, DISPERSAL, RELEASE, OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIES, PETROLEUM PRODUCTS OR DERIVATIVES, LIQUIDS OR GASES, WASTE MATERIALS, SEWERAGE OR OTHER TOXIC CHEMICALS, IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER, BUT THIS EXCLUSION SHALL NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE ARISES FROM A SUDDEN AND ACCIDENTAL PROXIMATE CAUSE.
 - D. PRODUCTS HAZARDS;
 - E. COMPLETED OPERATIONS HAZARDS;
 - F. CONTRACTUAL LIABILITY;
 - G. TO THE OWNERSHIP, MAINTENANCE, OPERATION, USE LOADING OR UNLOADING OF ANY AIRCRAFT OWNED, OPERATED BY, RENTED TO, OR LOANED TO ANY INSURED OR OPERATED BY ANY PERSON IN THE COURSE OF HIS EMPLOYMENT BY AN INSURED;
 - H. FROM THE FAILURE OF THE INSURED'S PRODUCTS OR WORK COMPLETED BY OR FOR THE INSURED TO PERFORM THE FUNCTION OR SERVE THE PURPOSE INTENDED BY THE INSURED, ONLY IF SUCH FAILURE IS DUE TO A MISTAKE OR DEFICIENCY IN ANY DESIGN, FORMULA, PLAN, SPECIFICATIONS, ADVERTISING MATERIAL OR PRINTED INSTRUCTIONS PREPARED OR DEVELOPED BY ANY INSURED EXCEPT WITH RESPECT TO BODILY INJURY OR PROPERTY DAMAGE AS A RESULT OF SAID FAILURE.

CONDITIONS

1. GEOGRAPHICAL LIMITS

THE POLICY COVERS THE OPERATIONS OF THE INSURED ANYWHERE IN THE WORLD.

2. CROSS LIABILITY

IN THE EVENT OF ONE OF THE INSUREDS INCURRING LIABILITY TO ANY OTHER OF THE INSUREDS, THIS POLICY SHALL COVER THE INSURED AGAINST WHOM CLAIM IS OR MAY BE MADE IN THE SAME MANNER AS IF SEPARATE POLICIES HAD BEEN ISSUED TO EACH INSURED. NOTHING CONTAINED HEREIN SHALL OPERATE TO INCREASE UNDERWRITERS' LIMIT OF LIABILITY AS SET FORTH IN INSURING AGREEMENT 2.

3. NOTICE OF OCCURRENCE

WHENEVER THE INSURED HAS INFORMATION FROM WHICH THE INSURED MAY REASONABLY CONCLUDE THAT AN OCCURRENCE COVERED HEREUNDER INVOLVED INJURIES OR DAMAGES WHICH, IN THE EVENT THAT THE INSURED SHOULD BE HELD LIABLE, IS LIKELY TO INVOLVE THIS POLICY, NOTICE SHALL BE SENT TO INSURED'S BROKERS AS SOON AS PRACTICABLE, PROVIDED, HOWEVER, THAT FAILURE TO NOTIFY THE ABOVE FIRM OF ANY OCCURRENCE WHICH AT THE TIME OF ITS HAPPENING DID NOT APPEAR TO INVOLVE THIS POLICY, BUT WHICH, AT A LATER DATE, WOULD APPEAR TO GIVE RISE TO CLAIMS HEREUNDER, SHALL NOT PREJUDICE SUCH CLAIMS.

4. ASSISTANCE AND CO-OPERATION

THE COMPANY SHALL NOT BE CALLED UPON TO ASSUME CHARGE OF THE SETTLEMENT OR DEFENSE OF ANY CLAIM MADE OR SUIT BROUGHT OR PROCEEDING INSTITUTED AGAINST THE INSURED, BUT THE COMPANY SHALL HAVE THE RIGHT AND SHALL BE GIVEN THE OPPORTUNITY TO ASSOCIATE WITH THE INSURED OR THE INSURED'S.

5. APPEALS

IN THE EVENT THE INSURED OR THE INSURED'S UNDERLYING INSURERS ELECT NOT TO APPEAL A JUDGMENT IN EXCESS OF THE UNDERLYING LIMIT, THE COMPANY MAY ELECT TO MAKE SUCH APPEAL AT THEIR COST AND EXPENSE, AND SHALL BE LIABLE FOR THE TAXABLE COSTS AND DISBURSEMENTS AND INTEREST INCIDENTAL THERETO, BUT IN NO EVENT SHALL THE LIABILITY OF THE COMPANY FOR ULTIMATE NET LOSS EXCEED THE AMOUNT SET FORTH IN INSURING AGREEMENT 2 FOR ANY ONE OCCURRENCE AND IN ADDITION THE COST AND EXPENSE OF SUCH APPEAL AND, PLUS THE TAXABLE COSTS AND DISBURSEMENTS AND INTEREST INCIDENTAL THERETO.

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6. BANKRUPTCY OR INSOLVENCY

IN THE EVENT OF THE BANKRUPTCY OR INSOLVENCY OF THE INSURED OR ANY ENTITY COMPRISING THE INSURED, THE COMPANY SHALL NOT BE RELIEVED THEREBY OF THE PAYMENT OF ANY CLAIM HEREUNDER BECAUSE OF SUCH BANKRUPTCY OR INSOLVENCY.

7. OTHER INSURANCE

IF OTHER VALID AND COLLECTIBLE INSURANCE WITH ANY OTHER INSURER IS AVAILABLE TO THE INSURED COVERING A LOSS ALSO COVERED BY THE POLICY, OTHER THAN INSURANCE THAT IS IN EXCESS OF THE INSURANCE AFFORDED BY THIS POLICY SHALL BE IN EXCESS OF AND SHALL NOT CONTRIBUTE WITH SUCH OTHER INSURANCE, EITHER AS DOUBLE INSURANCE OR OTHERWISE. NOTHING HEREIN SHALL BE CONSTRUED TO MAKE THIS POLICY SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF OTHER INSURANCE.

8. SUBROGATION

IN THE EVENT OF ANY PAYMENT UNDER THIS POLICY, THE COMPANY SHALL BE SUBROGATED TO ALL OF THE INSURED'S RIGHTS OR RECOVERY THEREFORE AGAINST ANY PERSON OR ORGANIZATION AND THE INSURED SHALL EXECUTE AND DELIVER ALL NECESSARY INSTRUMENTS AND PAPERS, PROVIDED, NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONDITION, THE COMPANY AGREES TO WAIVE ALL RIGHTS AGAINST ANY PARTY INCLUDED AS AN INSURED HEREUNDER OR RELEASED BY AGREEMENT AND THIS INSURANCE SHALL NOT BE PREJUDICED IF THE INSURED BE UNABLE, BY REASON OF ANY SUCH AGREEMENT PRIOR TO LOSS TO SUBROGATE TO THE COMPANY THE RIGHTS OF RECOVERY AGAINST ANY PARTY.

INASMUCH AS THIS POLICY IS "EXCESS COVERAGE", THE INSURED'S RIGHT OF RECOVERY AGAINST ANY PERSON OR OTHER ENTITY CANNOT BE EXCLUSIVELY SUBROGATED TO THE COMPANY. IT IS, THEREFORE, UNDERSTOOD AND AGREED THAT IN CASE OF ANY PAYMENT HEREUNDER, THE COMPANY WILL ACT IN CONCERT WITH ALL OTHER INTERESTS (INCLUDING THE INSURED) CONCERNED, IN THE EXERCISE OF SUCH RIGHTS OF RECOVERY. THE APPORTIONING OF ANY AMOUNTS WHICH MAY BE SO RECOVERED SHALL FOLLOW THE PRINCIPLE THAT ANY INTERESTS WHICH MAY BE SO RECOVERED SHALL FOLLOW THE PRINCIPLE THAT ANY INTERESTS (INCLUDING THE INSURED) THAT SHALL HAVE PAID AN AMOUNT OVER AND ABOVE ANY PAYMENT HEREUNDER, SHALL FIRST BE REIMBURSED UP TO THE AMOUNT PAID BY THEM; THE COMPANY IS THEN TO BE REIMBURSED UP THE AMOUNT PAID BY THEM; THE COMPANY IS THEN TO BE REIMBURSED OUT OF ANY BALANCE REMAINING UP

THE AMOUNT PAID HEREUNDER; LASTLY, THE INTERESTS (INCLUDING THE INSURED) OF WHOM THIS COVERAGE IS IN EXCESS ARE ENTITLED TO CLAIM THE RESIDUE, IF ANY. EXPENSES NECESSARY TO THE RECOVERY OF ANY SUCH AMOUNTS SHALL BE APPORTIONED AMONG THE INTERESTS (INCLUDING THE INSURED) CONCERNED, IN THE RATIO OF THEIR RESPECTIVE RECOVERIES AS FINALLY SETTLED.

9. ASSIGNMENT

ASSIGNMENT OF INTEREST UNDER THIS POLICY SHALL NOT BIND THE COMPANY UNTIL THEIR CONSENT IS ENDORSED HEREON.

10. CURRENCY

THE PREMIUMS AND LOSSES UNDER THIS POLICY ARE PAYABLE IN UNITED STATES CURRENCY.

11. CONFLICTING STATUTES

IN THE EVENT THAT ANY PROVISION OF THIS POLICY IS UNENFORCEABLE BY THE INSURED UNDER THE LAWS OF ANY STATE OR OTHER JURISDICTION WHEREIN IT IS CLAIMED THAT THE INSURED IS LIABLE FOR ANY INJURY COVERED HEREBY, BECAUSE OF NON-COMPLIANCE WITH ANY STATUTE THEREOF, THEN THIS POLICY SHALL BE ENFORCEABLE BY THE INSURED WITH THE SAME EFFECT AS IF IT COMPLIED WITH SUCH STATUE.

12. AUTOMATIC ACQUISITION CLAUSE

IT IS HEREBY UNDERSTOOD AND AGREED THIS POLICY SHALL AUTOMATICALLY APPLY TO VESSEL(S) OR CRAFT(S) WHICH THE NAMED INSURED MAY ACQUIRE THROUGH PURCHASE OR BAREBOAT CHARTER PROVIDED SUCH ACQUISITIONS ARE REPORTED PER THE TERMS AND CONDITIONS OF THE APPLICABLE PRIMARY POLICY(S). IDENTIFIED IN THE SCHEDULE OF UNDERLYING IT IS FURTHER UNDERSTOOD AND AGREED THE MINIMUM UNDERLYING INSURANCE(S) APPLICABLE TO SUCH ACQUISITIONS SHALL BE \$1,000,000 OR THE HULL VALUE, WHICHEVER SHALL BE GREATER.

13. CANCELLATION

THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY WRITTEN NOTICE STATING WHEN NOT LESS THAN 90 DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. MAILING NOTICE, AS PREVIOUSLY STATED, SHALL BE SUFFICIENT PROOF OF NOTICE. THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING. CANCELLATION BY EITHER PARTY SHALL BE COMPUTED ON A PRO RATA BASIS. PREMIUM ADJUSTMENT MAY BE MADE AT THE TIME CANCELLATION BECOMES EFFECTIVE: BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

14. NONRENEWAL OR MATERIAL CHANGE

IF THIS COMPANY ELECTS NOT TO RENEW THIS POLICY, OR TO AFFECT A MATERIAL CHANGE, IT SHALL MAIL TO THE INSURED WRITTEN NOTICE OF SUCH NONRENEWAL OR MATERIAL CHANGE, NOT LESS THAN NINETY (90) DAYS PRIOR TO THE POLICY EXPIRATION DATE OR PROPOSED DATE OF CHANGE.

15. MAINTENANCE OF UNDERLYING INSURANCE

- A. IT IS A CONDITION OF THIS POLICY THAT THE POLICY OR POLICIES REFERRED TO IN THE ATTACHED "SCHEDULE OF UNDERLYING INSURANCES" SHALL BE MAINTAINED IN FULL EFFECT DURING THE CURRENCY OF THIS POLICY EXCEPT FOR ANY REDUCTION OF THE AGGREGATE LIMIT OR LIMITS CONTAINED THEREIN SOLELY BY PAYMENT OF CLAIMS IN RESPECT OF ACCIDENTS AND/OR OCCURRENCES, OCCURRING DURING THE PERIOD OF THIS POLICY.
- B. INADVERTENT FAILURE OF THE INSURED TO COMPLY WITH (A) ABOVE OR INADVERTENT FAILURE TO NOTIFY UNDERWRITERS OF ANY CHANGES IN THE UNDERLYING INSURANCES SHALL NOT PREJUDICE THE INSURED'S RIGHTS OF RECOVERY UNDER THIS POLICY BUT IN THE EVENT OF SUCH FAILURE, UNDERWRITERS TO BE LIABLE ONLY TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH THE SAID CONDITION.

- C. IN THE EVENT OF AN UNDERLYING WAR RISKS INSURANCE BEING CANCELLED BY THE UNDERWRITERS THEREON UNDER THE TERMS OF THE CANCELLATION CLAUSE THEREIN, SUCH CANCELLATION SHALL NOT CONSTITUTE A BREACH OF (A) ABOVE, BUT UNDERWRITERS TO BE LIABLE HEREUNDER ONLY TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THAT UNDERLYING WAR RISKS INSURANCE NOT BEEN CANCELLED. NOTHING IN THE FOREGOING SENTENCE SHALL BE DEEMED TO AFFECT THE APPLICATION OF EXCLUSION NO. 8 HEREUNDER.
- 16. ERRORS IN DESCRIPTION OR OMISSION IN SCHEDULING UNDERLYING INSURANCE(S)

ANY ERROR OR UNINTENTIONAL OMISSION, WHETHER ON THE PART OF THE COMPANY OR THE INSURED, IN LISTING ANY UNDERLYING POLICY OR IN THE DESCRIPTION OF ANY UNDERLYING POLICY SHALL NOT INVALIDATE THE INSURANCE AFFORDED UNDER THIS POLICY AND SHALL COVER IN THE SAME WAY AS THOUGH ALL UNDERLYING POLICIES HAD BEEN PROPERLY LISTED AND DESCRIBED.

17. BROAD AS PRIMARY

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF LOSS FOR WHICH THE INSURED HAS COVERAGE UNDER THE UNDERLYING INSURANCE SET OUT IN THE ATTACHED SCHEDULE, THE EXCESS OF WHICH WOULD BE RECOVERABLE HEREUNDER EXCEPT FOR TERMS AND CONDITIONS OF THIS POLICY WHICH ARE NOT CONSISTENT WITH THE UNDERLYING, THEN NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS POLICY SHALL BE AMENDED TO FOLLOW THE TERMS AND CONDITIONS OF THE APPLICABLE UNDERLYING INSURANCE IN RESPECT OF SUCH LOSS. THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE NUCLEAR ENERGY LIABILITY.



GRANITE STATE INSURANCE COMPANY NEW HAMPSHIRE INSURANCE COMPANY

MANCHESTER, NEW HAMPSHIRE

C. V. STARR & CO.

SEATTLE

PORTLAND SAN F

SAN FRANCISCO

LOS ANGELES

CHICAGO

UMBRELLA LIABILITY POLICY

In consideration of the payment of the premium, and in reliance upon the statements in the Declarations made a part hereof and subject to the limits of liability, exclusions, conditions and other terms of this policy, the Company agrees with the assured named in the Declarations and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the company.

INSURING AGREEMENTS

- 1. COVERAGE. The Company hereby agrees, according to the terms and conditions but subject to the limitations hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability
 - (a) Imposed upon the Assured by law, or
 - (b) Assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential, and expenses, all as more fully defined by the term "ultimate net loss" on account of:

- (i) Personal injuries including death at any time resulting therefrom,
- (ii) Property Damage,
- (iii) Advertising liability,

caused by or arising out of each occurrence happening anywhere in the world.

- II. LIMIT OF LIABILITY. The Company shall only be liable for the ultimate net loss, the excess of either:
- (a) The limits of the underlying insurances as set out in the schedule in respect of each occurrence covered by said underlying insurances, or
- (b) the amount as set out in the declarations as the self-insured retention in respect of each occurrence not covered by said underlying insurances,

(hereinafter called the "Underlying Limits"):

and then only up to a further sum as stated in Item 3(a) of the Declarations in all in respect of each occurrence, subject to a limit as stated in Item 3(b) of the Declarations in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurances by reason of losses paid thereunder, this policy shall

- (1) in the event of reduction pay the excess of the reduced underlying limit
- (2) in the event of exhaustion continue in force as underlying insurance, subject to all the terms and conditions of this policy.

The inclusion or addition hereunder of more than one Assured shall not operate to increase the Company's limit of liability.

- III. SUPPLEMENTAL DEFENSE. It is agreed that with respect to any occurrence covered only by the terms and conditions of this policy except for the amount of the self-insured retention as stated in Item 3(c) of the Declarations the Company shall:
 - (a) defend any suit against the Assured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false, or fraudulent; but the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
 - (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the Assured in the event of accident or traffic law violation during the policy period, but without any obligation to apply for or furnish any such bond;
 - (c) pay all expenses incurred by the Company, all costs taxed against the Assured in any such suit and all interest accruing after entry of judgment until the Company has paid, or tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon;

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and the amounts so incurred, exc. If salaries of any permanent employees of in Assured or the Company shall be included in the Ultimate Net Loss I ompuling the limit of the Company's trapht. I shall not be payable in addition to the limit of the Company's trability, and shall not be included in the self-insured retention.

IV Insuring Agreements I, II, and III shall cease to apply after the applicable limits of the Company's liability has been exhausted by payment of judgments or settlements.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

- 1. ASSURED. The unqualified word "Assured", wherever used in this policy, includes not only the Named Assured but also
 - (a) any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Assured,
 - (b) any person, organization, trustee or estate to whom the Named Assured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only in respect of operations by or on behalf of the Named Assured or of facilities of the Named Assured or used by them;
 - (c) any additional assured (not being the Named Assured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Assured under any underlying insurances as set out in attached Schedule;
 - (d) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this sub-division (d), with respect to any person or organization other than the Named Assured, shall not apply-
 - to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public
 garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the
 operation thereof:
 - (ii) to any manufacturer of aircraft, aircraft engines or aviation accessories, or any aviation sales or service or repair organization or airport hangar operator or their respective employees or agents with respect to any occurrence arising out of the operation thereof;
 - (iii) with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This subdivision (d) shall not apply if it restricts the insurance granted under sub-division (c) above.
- 2. PERSONAL INJURIES. The term "Personal Injuries" wherever used herein means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, humiliation, also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.
- 3. PROPERTY DAMAGE. The term "Property Damage" wherever used shall mean (1) physical injury to or destruction of tangible property, which occurs during the policy period, including loss of use thereof at any time resulting therefrom; or (2) loss of use of tangible property, which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.
 - 4. ADVERTISING LIABILITY. The term "Advertising Liability" wherever used herein shall mean;
 - (a) Libel, slander or defamation;
 - (b) Any infringement of copyright or of title or of slogan;
 - (c) Piracy or unfair competition or idea misappropriation under an implied contract;
 - (d) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Assured's Advertising activities.

- 5. OCCURRENCE. The term "Occurrence" wherever used herein shall mean an accident, or a happening, or event, or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emenating from one premises location shall be deemed one occurrence.
- 6. ULTIMATE NET LOSS. The term "Ultimate Net Loss" shall mean the total sum which the Assured, or any company as his insurer, or both, become obligated to pay by reason of personal injury, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges, and all sums paid as salaries, wages, compensations, fees, charges and law costs, premiums on attachment or appeal bonds; interest, expenses for doctors, lawyers, nurses, investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Assured's or of any underlying insurer's permanent exployees.

The Company shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

- 7. AUTOMOBILE. The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.
- 8. AIRCRAFT. The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property:
 - 9. PRODUCTS LIABILITY. The term "Products Liability" means:
 - (a) Liability arising out of goods or products manufactured, sold, handled, or distributed by the Named Assured or by others trading under his name if the occurrence occurs after possession of such goods or products has been relin-

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- quished to others by the Name of Assured or by others trading in his name, and if such occurrence occurs away from premises owned, rente controlled by the Named Assured, provid— such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold.
- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned, and occurs away from premises owned rented or controlled by the Named Assured, provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement, provided further the following shall not be deemed to be "operations" within the meaning of this paragraph.
 - (i) pick-up or delivery, except from or onto a railroad car.
 - (ii) the maintenance of vehicles owned or used by or onbehalf of the Assured,
 - (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.
- 10. ANNUAL PERIOD. The term "each Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.
- 11. AIRCRAFT PRODUCTS. "Aircraft Products" means Aircraft (including missiles or spacecraft and any ground support or control equipment used therewith), Aircraft parts and goods or products installed in or on Aircraft or used in connection with Aircraft, manufactured, sold, handled or distributed by the Named Assured or by others trading under the Assured's name. "Aircraft Products" includes tooling used in the manufacture of Aircraft products, and also includes ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering and other data, engineering and other advice and services and labor relating to aircraft products.
- 12. GROUNDING. "Grounding" means the withdrawal, at or about the same time, in the interest of safety, of one or more Aircraft from flight operations because of a like condition or suspicion thereof in two or more such Aircraft whether such aircraft so withdrawn are owned or operated by the same or different persons, firms or corporations. A grounding shall be deemed to commence on the date of an accident or Occurrence which discloses such condition, or on the date an Aircraft is first withdrawn from service on account of such condition, whichever first occurs.

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This policy shall not apply:

- A. to any obligation for which the Assured or any company as its insurer may be held liable under any Workers' Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Assured under contract or agreement;
- B. to claims made against the Assured:
 - for repairing or replacing any defective product or products manufactured, sold or supplied by the Assured or any defective part or parts thereof, nor for the cost of such repair or replacement;
 - 2. for the loss of use of any such defective product or products or part or parts thereof;
 - for improper or inadequate performance, design or specification; but nothing herein contained shall be construed to exclude claims made against the Assured for personal injuries or property damage (other than damage to a product of the Assured) resulting from improper or inadequate performance, design or specification;
- C. with respect to advertising activities, to claims made against the Assured for.
 - failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
 - Infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for safe or advertised, but this shall not relate to titler of alogans;
 - 3. Incorrect description of any article or commodity:
 - 4. mistaka in advertised price;
- D. except in respect to occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Assured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalization, requisition, destruction of, damage to property by or under the order of any government or public or local authority;
- E. to any claim based upon the Assured's failure to comply with the federal "Employee Retirement Income Security Act of 1974", or any amendment thereto;
- F. to any claim for personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, other imitants, contaminants or pollutants into or upon lands, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- G. to any claim for personal injury or property damages arising out of Aircraft Products and/or all sums which any assured shall become legally obligated to pay as damages resulting in or from grounding of any aircraft,
- H. to any fiability ansing out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, sex. age, color, national origin or sexual preference

Except to the extent that coverage is available to the Assured in the underlying insurances as set out in the attached

purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing personal injury or properly damage, it being understood and agreed that this exclusion shall not apply to the kability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion Alabove.

- with respect to any aircraft owned by the Assured except hability of the Named Assured for aircraft not owned by them it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion Alaboye;
- K with respect to any watercraft owned by the Assured, while away from premises owned, rented or controlled by the Assured, except liability of the Named Assured for watercraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion Alabove;
- L to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment.
- M to punitive or exemplary damages awarded against any Assured.

NUCLEAR INCIDENT EXCLUSION CLAUSE LIABILITY — DIRECT (BROAD) THIS POLICY DOES NOT APPLY TO ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE:

- with respect to which an Assured under the policy is also an Assured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Assured under any such policy but for its termination upon exhaustion of its limit of liability; or
- 2, resulting from the hazardous properties of nuclear material and with respect to which
 - (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) the Assured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- 3. resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an Assured or (ii) has been discharged or dispersed therefrom; or
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Assured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Assured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this sub-paragraph (c) applies only to injury to or destruction of property at such nuclear facility.

As used herein "hazardous properties" includes radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor, "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under sub-paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Assured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operation; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material; with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property;
- 4. with respect to the liability arising outside the United States of America, its Temtories or Possessions, Puerto Rico or the Canal Zone, to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS

A. PREMIUM. Unless otherwise provided for, the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Conditions B and P.

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- B ALC TIONAL ASSUREDS. The event of additional assureds being addrig to the coverage under the Underlying sances during currency wol, prompt notice shall be given to the Corn wy hereon and if an additional premium is peen charged for such addition on the Underlying insurances, the Company shall be entitled to charge an apply way additional premium hereon.
- C. PRIOR INSURANCE NON CUMULATION OF LIABILITY. It is agreed that if any loss covered hereunder is also covered here in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof, the limit of ital.

 Thereon as stated in Item 3 of the Declarations shall be reduced by any amounts due to the Assured on account of such prior insurance.

Subjective the foregoing paragraph and to all the other terms and conditions of this policy, in the event that personal injury or properly damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy, the Company will continue to protect the Assured for liability in respect of such occurrence without payment of additional premium.

- D SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE. As regards personal injury (latal or non-fatal by occupational disease sustained by any employee of the Assured, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the occurrence for which claim is made hereunder.
- E. INSPECTION AND AUDIT. The Company shall be permitted, but not obligated, to inspect the Assured's property and operations at any time. Neither the Company's right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking on behalf of, or for the benefit of, the Assured or others, to determine or warrant that such property or operations are safe and healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Assured's books and records at any time during the policy period and extensions thereof, and within three years after the final termination of this policy or within one year after final settlement of all claims arising out of personal injury or property damage which occur during the period of this policy as far as they relate to the subject matter of this insurance.

F. CROSS LIABILITY. In the event of claims being made by reason of personal injuries, suffered by any employees of one Assured hereunder, for which another Assured hereunder is, or may be liable, then this policy shall cover such Assured against whom a claim is made, or may be made, in the same manner as if separate policies had been issued to each Assured hereunder.

In the event of claims being made by reason of damage to properly belonging to any Assured hereunder, for which another Assured is, or may be liable, then this policy shall cover such Assured against whom a claim is made, or may be made, in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase the Company's limit of liability as set forth in Insuring Agreement II.

- G. NOTICE OF OCCURRENCE. Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages, which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 4 of the declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which, at the time of its happening, did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.
- H. ASSISTANCE AND CO-OPERATION. The Company shall not be called upon to assume charge of the settlement or detense of any claim made, or suit brought, or proceeding instituted against the Assured, but the Company shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve the Company; in which event the Assured and the Company shall cooperate in all things in the defense of such claim, suit or proceeding.
- I. APPEALS. In the event, the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, the Company may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto; but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in Insuring Agreement II for any one occurrence, and in addition the cost and expense of such appeal.
- J. LOSS PAYABLE. Liability under this policy with respect to any occurrence shall not attach unless and until the Assured, or the Assured underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Assured shall make a definite claim for any loss for which the Company may be liable under the policy within twelve (12) menths after the Assured shall have paid an amount of ultimate net loss in excess of the amount borne by the Assured or after the Assured's liability shall have been fixed and rendered certain, either by final judgment against the Assured after actual trial or by written agreement of the Assured, the claimant, and the Company. If any subsequent payments shall be made by the Assured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.
- K. BANKRUPTCY AND INSOLVENCY. In the event of the bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.
- L. OTHER INSURANCE. If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.
- M. SUBROGATION. Inasmuch as this policy is "Excess Coverage", and the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company, it is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other interests (including the Assured) con-

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The according to the exercise of such right of recovery. The according of any amous which may be so recovered shall be the principle that any interests including the Assured that shall have paid an amount over and above any payment the principle that any interests including the Assured of the reimbursed out of any balance remaining up to the amount paid hereunder lastly, the interests including the Assured of whom this coverage is excess are an ited to claim the residue, if any Expenses necessary to the recovery of any such amounts shall be apportioned the ween the interests (including the assured) concerned, in the ratio of their respective recoveries as finally settled.

- NO CHANGES. Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy; nor shall the terms of this policy; nor changed, except by endorsement issued to form a part hereof, signed by the Company
- O ASSIGNMENT. Assignment of interest under this policy shall not bind the Company unless and until their consent is endorsed hereon.
- P CANCELLATION. This policy may be cancelled by the Named Assured or by the Company by mailing written notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The maining of notice as aforesaid by the Company to the Named Assured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Company shall be equivalent to mailing.

It is agreed that, irrespective of any other terms or conditions contained in this policy or endorsements attached thereto this policy may be cancelled by the Company for non-payment of any unpaid portion of the premium by delivering to the Named Assured or by sending to the Named Assured by registered mail, at the Named Assured's address as shown herein, not less than ten (10) days written notice stating when the cancellation shall be effective.

If this policy shall be cancelled by the Named Assured, the Company shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Company, the Company shall retain the pro-rate proportion of the premium for the period this policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.

- Q. CURRENCY. The premiums and losses under this policy are payable in the currency stated in Item 5 of the Declarations. Payment of Premium shall be made as stated in Item 6 of the Declarations.
- R. CONFLICTING STATUS. In the event that any provision of this policy in unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute.
- S. MAINTENANCE OF UNDERLYING INSURANCES. It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full force during the currency of this policy except for any reduction of the aggregate limit or limits contained therein, solely by payment of claims in respect of accidents and/or occurrences during the period of this policy. Failure of the Assured to comply with the foregoing shall not invalidate this policy; but in the event of such failure, the Company shall only be liable to the same extent as they would have been had the Assured complied with the said condition.

Quin E. Sagin

Secretary

Phet B. Suhm

President

C. V. STARR & CO.

PROTECTED MATERIAL Subject To Protective Order

COVER NOTE NO. 6181-8449

ASSURED:

Dillingham Corporation, its subsidiaries, controlled affiliates, sponsored joint ventures, and any interest of Dillingham Corporation, et al, only, in non-sponsored joint ventures and any interests now or hereafter constituted, owned or controlled by Dillingham Corporation.

INTEREST:

Bumbershoot Liability

TERM:

From May 1, 1981, 12:01 a.m. Hawaiian Standard Time To May 1, 1982, 12:01 a.m. Hawaiian Standard Time

LIMIT OF LIABILITY:

\$5,000,000.00 Excess of Underlying Limits or \$100,000. 00 Self-Insured Retention

PREMIUM:

\$400,000.00

TERMS AND CONDITIONS:

Per Manuscript Policy Form Attached.

COMPANIES:

Granite State Insurance Company

WE CONFIRM THE ABOVE INSURANCE HAS BEEN EFFECTED AND IS HELD BOUND.

Alexander Alexander of Calif., Inc.

GSIC 002216

June 17, 1981

Alexander Alexander

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED IS COMPLETED TO READ AS FOLLOWS:

DILLINGHAM CORPORATION, ITS SUBSIDIARIES,

CONTROLLED AFFILIATES, SPONSORED JOINT VENTURES,

AND ANY INTEREST OF DILLINGHAM CORPORATION ET

AL., ONLY, IN NONSPONSORED JOINT VENTURES AND ANY

INTEREST NOW OR HEREAFTER CONSTITUTED, OWNED OR

CONTROLLED BY DILLINGHAM CORPORATION.

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INSURING AGREEMENTS

1. COVERAGE

THIS POLICY IS TO INDEMNIFY THE INSURED IN RESPECT OF THE FOLLOWING (INCLUDING SUCH EXPENSES AS ARE SET OUT IN THE DEFINITION OF ULTIMATE NET LOSS):

- ALL PROTECTION AND INDEMNITY RISKS OF WHATSOVER NATURE INCLUDING, BUT NOT LIMITED TO THOSE COVERED BY THE UNDERLYING PROTECTION AND INDEMNITY INSURANCE OR WHICH ARE ABSOLUTELY OR CONDITIONALLY UNDERWRITTEN BY THE LONDON GROUP OF MUTUAL PROTECTION AND INDEMNITY CLUBS.
- B. GENERAL AVERAGE, COLLISION LIABILITIES, SALVAGE,
 SALVAGE CHARGES AND SUE AND LABOR ARISING FROM ANY
 CLAUSE WHATSOEVER AND ALSO OTHER MARINE LIABILITIES
 WHICH ARE ABSOLUTELY OR CONDITIONALLY UNDERWRITTEN BY
 THE OCEAN MARINE DEPARTMENTS OF INSURANCE COMPANIES OR
 LLOYD'S MARINE UNDERWRITERS.
- C. ALL OTHER SUMS WHICH THE INSURED SHALL BECOME LEGALLY LIABLE TO PAY OR BY CONTRACT OR AGREEMENT BECOME LIABLE TO PAY IN RESPECT OF CLAIMS MADE AGAINST THE INSURED FOR DAMAGES OF WHATSOEVER NATURE ON ACCOUNT OF:
 - (1) PERSONAL INJURIES, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM
 - (2) PROPERTY DAMAGE
 - (3) ADVERTISING LIABILITY,

CAUSED BY OR ARISING OUT OF EACH OCCURRENCE HAPPENING ANYWHERE IN THE WORLD. NOTWITHSTANDING THE FOREGOING, THIS INSURANCE SHALL NOT COVER LIABILITY ARISING BY REASON OF INSOLVENCY OR INADEQUACY OF CAPITAL.

2. LIMIT OF LIABILITY - UNDERLYING LIMITS

UNDERWRITERS HEREON SHALL ONLY BE LIABLE FOR THE EXCESS OF EITHER:

A. THE AMOUNT(S) OF THE LIMIT(S) SET OUT IN UNDERLYING INSURANCES IDENTIFIED IN THE ATTACHED SCHEDULE (WITH RESPECT TO GENERAL AVERAGE, SALVAGE, SALVAGE CHARGES, SUE AND LABOR EXPENSES THE SUM(S) OF SAID EXPENSES ACTUALLY INSURED UNDER THE UNDERLYING POLICIES SHALL BE DEEMED THE AMOUNT (S) OF THE LIMIT(S) OF SAID UNDERLYING POLICIES), OR

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ATTACHING TO AND BECOMING PART OF GRANITE STATE POLICY NUMBER 6181-8449

GSIC 002218

В. \$100,000. ULTIMATE NET LOSS IN RESPECT OF EACH OCCURRENCE NOT COVERED BY SAID UNDERLYING INSURANCES (ALL HEREINAFTER CALLED THE "UNDERLYING LIMITS").

AND THEN ONLY UP TO A FURTHER \$5,000,000

- ULTIMATE NET LOSS IN RESPECT OF EACH OCCURRENCE.
- IN THE EVENT THAT ANY AGGREGATE LIMIT OF LIABILITY CONTAINED IN THE UNDERLYING INSURANCE, WHETHER THE PERIOD OF SUCH UNDERLYING IS OR MAY BE NON-CONCURRENT WITH THE PERIOD OF THIS POLICY, IS REDUCED OR EXHAUSTED BY REASON OF LOSSES PAID THEREUNDER, THIS POLICY SHALL CONTINUE SUCH COVERAGE AS AFFORDED BY UNDERLYING INSURANCE IN EXCESS OF THE REDUCED OR EXHAUSTED LIMIT.

3. PREMIUMS

THE PREMIUM HEREUNDER SHALL BE

PAYABLE AS

SCHEDULED BELOW:

INSTALLMENT DATE	AMOUNT DUE
MAY 1, 1981	\$400,000.00
AUGUST 1, 1981	AT INCEPTION
NOVEMBER 1, 1981	AT INCEPTION
PERDMARY 1 1981	AT INCEPTION

TOTAL PREMIUM

DEFINITIONS

1. INSURED

THE UNQUALIFED WORD "INSURED", WHEREVER USED IN THIS POLICY, INCLUDES NOT ONLY THE NAMED INSURED BUT ALSO:

- ANY EXECUTIVE OFFICER, DIRECTOR, STOCKHOLDER, PARTNER, OR EMPLOYEE OF THE NAMED ASSURED AND ANY MEMBER OF THE ADVISORY COMMITTEE, WHILE ACTING IN HIS CAPACITY AS SUCH:
- В. ANY PERSON, ORGANIZATION, TRUSTEE OR ESTATE TO WHOM THE NAMED ASSURED IS OBLIGATED BY VIRTUE OF A WRITTEN CONTRACT OR AGREEMENT TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY, BUT ONLY IN RESPECT OF OPERATIONS BY OR ON BEHALF, OR TO FACILITIES OR USE BY THE NAMED INSURED.

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- C. ANY ADDITIONAL INSURED (NOT BEING THE NAMED INSURED UNDER THIS POLICY) INCLUDED IN THE UNDERLYING INSURANCES, BUT NOT FOR BROADER COVERAGE THAN IS AVAILABLE TO SUCH ADDITIONAL INSURED UNDER ANY UNDERLYING INSURANCES.
- D. WITH RESPECT TO ANY AUTOMOBILE OWNED BY THE NAMED INSURED OR HIRED FOR USE IN BEHALF OF THE NAMED INSURED OR TO ANY AIRCRAFT OWNED BY THE NAMED INSURED OR HIRED FOR USE IN BEHALF OF THE NAMED INSURED, ANY PERSON WHILE USING SUCH AUTOMOBILE OR AIRCRAFT AND ANY PERSON OR ORGANIZATION LEGALLY RESPONSIBLE FOR THE USE THEREOF, PROVIDED THE ACTUAL USE OF THE AUTOMOBILE OR AIRCRAFT IS WITH THE PERMISSION OF THE NAMED INSURED. THE INSURANCE EXTENDED BY THIS SUB-DIVISION (C), WITH RESPECT TO ANY PERSON OR ORGANIZATION OTHER THAN THE NAMED INSURED, SHALL NOT APPLY-
 - (1) TO ANY PERSON OR ORGANIZATION, OR TO ANY AGENT OR EMPLOYEE THEREOF OPERATING AN AUTOMOBILE REPAIR SHOP, PUBLIC GARAGE, SALES AGENCY, SERVICE STATION, OR PUBLIC PARKING PLACE, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF THE OPERATION THEREOF;
 - (2) TO ANY MANUFACTURER OF AIRCRAFT, ENGINES, OR AVIATION ACCESSORIES, OR ANY AVIATION SALES OR SERVICE OR REPAIR ORGANIZATION OR AIRPORT OR HANGER OPERATOR OR THEIR RESPECTIVE EMPLOYEES OR AGENTS, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF THE OPERATION THEREOF;
 - (3) WITH RESPECT TO ANY AUTOMOBILE OR AIRCRAFT, TO THE OWNER THEREOF OR ANY EMPLOYER OF SUCH OWNER.

2. OCCURRENCE

THE TERM "OCCURRENCE", WHEREVER USED HEREIN, SHALL MEAN ONE HAPPENING OR SERIES OF HAPPENINGS, ARISING OUT OF OR DUE TO ONE EVENT TAKING PLACE DURING THE TERM OF THIS POLICY.

3. ULTIMATE NET LOSS

THE TERM "ULTIMATE NET LOSS" SHALL MEAN THE TOTAL SUM WHICH THE INSURED BECOMES OBLIGATED TO PAY BY REASON OF MATTERS SET OUT IN INSURING AGREEMENT 1, INCLUDING COMPROMISE SETTLEMENTS AND SHALL INCLUDE HOSPITAL, MEDICAL AND FUNERAL CHARGES AND ALL SUMS PAID AS SALARIES, WAGES, COMPENSATION, FEES, CHARGES AND LAW COSTS, PREMIUMS ON ATTACHEMENT OR APPEAL BONDS, INTEREST, EXPENSES FOR DOCTORS, LAWYERS,

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NURSES AND INVESTIGATORS AND OTHER PERSONS, AND FOR LITIGATION, SETTLEMENT ADJUSTMENT AND INVESTIGATION OF CLAIMS AND SUITS WHICH ARE PAID AS A CONSEQUENCE OF ANY OCCURRENCE COVERED HEREUNDER, EXCLUDING, HOWEVER, THE SALARIES OF THE INSURED'S PERMANENT EMPLOYEES AND GENERAL OFFICE OVERHEADS AND ALSO EXCLUDING ANY PART OF SUCH EXPENSES FOR WHICH THE INSURED IS COVERED BY OTHER VALID AND COLLECTIBLE INSURANCE.

4. AUTOMOBILE

THE TERM "AUTOMOBILE", WHEREVER USED HEREIN, SHALL MEAN A LAND MOTOR VEHICLE, TRAILER OR SEMI-TRAILER.

5. AIRCRAFT

THE TERM "AIRCRAFT", WHEREVER USED HEREIN, SHALL MEAN ANY HEAVIER THAN AIR OR LIGHTER THAN AIR AIRCRAFT DESIGNED TO TRANSPORT PERSONS OR PROPERTY.

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EXCLUSIONS

THIS POLICY SHALL NOT APPLY:

- 1. A. TO INDEMNIFY ANY INSURED WHOSE DISHONESTY OR FRAUD, COMMITTED INDIVIDUALLY OR IN COLLUSION WITH OTHERS, CAUSED THE LOSS FOR WHICH THE ASSURED SEEKS INDEMNITY; NOR
 - B. TO INDEMNIFY ANY INSURED AGAINST CLAIMS BASED UPON ANY INTENTIONAL NON-COMPLIANCE WITH ANY STATUTE OR REGULATION UNLESS SUCH CLAIM(S) BE FOR DAMAGES OCCASIONED BY ACTUAL OR ALLEGED BODILY INJURY (FATAL OR OTHERWISE) OR PHYSICAL LOSS OF, DAMAGE TO, AND/OR LOSS OF USE OF TANGIBLE PROPERTY; NOR
 - C. TO INDEMNIFY ANY INSURED IN RESPECT OF ANY CRIMINAL FINES OR CRIMINAL PENALTIES INCURRED THROUGH THE CRIMINAL ACT OF TRAT INSURED.
- WITH RESPECT TO ADVERTISING ACTIVITIES TO CLAIMS AGAINST THE INSURED: -
 - A. FOR FAILURE OF PERFORMANCE OF CONTRACT, BUT THIS SHALL NOT RELATE TO CLAIMS FOR UNAUTHORIZED APPROPRIATION OF IDEAS BASED UPON ALLEGED BREACH OF AN IMPLIED CONTRACT;
 - B. BY ADVERTISING AGENTS OF THE ASSURED;
 - C. FOR INFRINGEMENT OF REGISTERED TRADE MARK, SERVICE MARK OR TRADE NAME BY USE THEREOF AS THE REGISTERED TRADE MARK, SERVICE MARK OR TRADE NAME OF GOODS OR SERVICE SOLD, OFFERED FOR SALE OR ADVERTISED, BUT THIS SHALL NOT RELATE TO TITLES OR SLOGANS;
 - D. FOR INCORRECT DESCRIPTION OF ANY ARTICLE OR COMMODITY:
 - E. FOR MISTAKE IN ADVERTISED PRICE.
- 3. TO ANY CLAIM(S) MADE BY ANY NATIONAL, STATE OR LOCAL GOVERNMENT SUB-DIVISIONS OR AGENCIES THEREOF, UNLESS SUCH CLAIM(S) BE FOR DAMAGES OCCASIONED BY ACTUAL OR ALLEGED PERSONAL AND/OR BODILY INJURY (FATAL OR OTHERWISE), PHYSICAL LOSS OF, DAMAGE TO AND/LOSS OF USE OF TANGIBLE PROPERTY.
- 4. TO ANY CLAIM(S) OR SUIT(S) ALLEGING VIOLATION OF THE ANTITRUST LAWS, UNFAIR COMPETITION OR OTHER ACTS ALLEGEDLY IN RESTRAINT OF TRADE.

- 5. TO ANY STOCKHOLDER'S DERIVATIVE ACTION(S).
- 6. TO CLAIMS FOR NON-PAYMENT OR DELAY IN PAYMENT OF CHARTER HIRE; NON-PAYMENT OR DELAY IN PAYMENT OF LOANS, MORTGAGES, PROMISSORY NOTES, CHEQUES, DRAFTS OR OTHER EVIDENCE OF DEBT.
- 7. TO CLAIMS FOR INFRINGEMENT OF PATENT(S); UNAUTHORIZED USE OF TRADE MARK(S) OR TRADE NAME(S); MISAPPROPRIATION OF DESIGN(S), DRAWING(S), PROCESS(ES) OR PROCEDURE(S) OR TO CLAIMS BASED ON MISAPPROPRIATION OF MINERALS OR NON-PAYMENT OF MINERAL ROYALTIES.
- 8. A. TO LOSS, DAMAGE OR LIABILITY DIRECTLY OR INDIRECTLY OCCASIONED BY, HAPPENING THROUGH OR IN CONSEQUENCE OF WAR, INVASION, ACTS OR FOREIGN ENEMIES, HOSTILITIES (WHETHER WAR BE DECLARED OR NOT), CIVIL WAR, REBELLION, REVOLUTION, INSURRECTION, MILITARY OR USURPED POWER OR CONFISCATION OR NATIONALIZATION OR REQUISITION OR DESTRUCTION OF OR DAMAGE TO PROPERTY BY OR UNDER THE ORDER OF ANY GOVERNMENT OR PUBLIC OR LOCAL AUTHORITY.
 - B. NEVERTHELESS, THIS EXCLUSION SHALL NOT APPLY, EXCEPT AS PROVIDED IN (C) BELOW, TO LIABILITIES:
 - (1) ARISING IN CONNECTION WITH VESSELS OWNED, CHARTERED, HIRED OR OTHERWISE USED BY THE INSURED.
 - (2) ARISING OUT OF PROPERTY OF ANY KIND IN TRANSIT BY LAND, WATER OR AIR DURING SUCH PERIODS AS WOULD BE COVERED FOR FULL WAR RISKS UNDER AN INSURANCE COVERING PHYSICAL LOSS OF OR DAMAGE TO CARGO SUBJECT TO THE INSTITUTE WAR CLAUSES RELEVANT TO THE PARTICULAR FORM OF TRANSIT.
 - (3) ARISING OUT OF ANY WATERBORNE OPERATIONS.
 - (4) TO SEAMEN OR UNDER WORKERS' COMPENSATION STATUTES.
 - (5) FOR DEATH OF OR BODILY INJURY TO PERSONS OF ANY KIND.
 - C. NOTWITHSTANDING THE PROVISIONS OF (B) ABOVE, THE CLAUSE SET OUT IN (A) ABOVE SHALL APPLY TO THE LIABILITIES SET OUT IN (B) ABOVE:

- (1) UNLESS SOONER APPLIED UNDER THE PROVISIONS OF (2) OR (3), AUTOMATICALLY UPON AND SIMULTANEOUSLY WITH THE OUTBREAK OF WAR (WHETHER THERE BE DECLARATION OF WAR OR NOT) BETWEEN ANY OF THE FOLLOWING COUNTRIES: UNITED STATES OF AMERICA, UNITED KINGDOM, FRANCE, THE UNION OF SOVIET SOCIALIST REPUBLICS, THE PEOPLE'S REPUBLIC OF CHINA.
- (2) AT ANY TIME AT THE INSURED'S REQUEST, OR BY UNDERWRITERS GIVING 14 DAYS WRITTEN NOTICE TO THE ASSURED, BUT IN NO EVENT SHALL SUCH NOTICE AFFECT OR POSTPONE THE OPERATIONS OF THE PROVISIONS OF (1) or (3). WRITTEN OR TELEGRAPHIC NOTICE SENT TO THE INSURED AT HIS (ITS) LAST KNOWN ADDRESS SHALL CONSTITUTE A COMPLETE NOTICE AND SUCH NOTICE MAILED OR TELEGRAPHED TO THE SAID INSURED, CARE OF THE BROKER WHO NEGOTIATED THIS INSURANCE, SHALL HAVE THE SAME EFFECT AS IF SENT TO THE SAID INSURED DIRECT. THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE AND THE EFFECTIVE DATE AND HOUR OF THE OPERATION OF THE CLAUSE SET OUT IN (A) ABOVE SHALL BE 14 DAYS FROM MIDNIGHT OF THE DAY ON WHICH SUCH NOTICE WAS MAILED OR TELEGRAPHED AS AFORESAID. UNDERWRITERS AGREE, HOWEVER, THAT THE CLAUSE SET OUT IN (A) ABOVE SHALL NOT APPLY SUBJECT TO AGREEMENT BETWEEN UNDERWRITERS AND THE INSURED PRIOR TO THE AFORESAID EFFECTIVE DATE AND HOUR AS TO AN ADDITIONAL PREMIUM AND/OR NEW CONDITIONS AND/OR WARRANTIES.
- (3) UNLESS SOONER TERMINATED UNDER THE PROVISIONS OF
 (1) OR (2), AUTOMATICALLY IN RESPECT OF ANY
 INSURED VESSEL IF AND WHEN SUCH VESSEL IS
 REQUISITIONED, EITHER FOR TITLE OR USE, BY THE
 GOVERNMENT OF THE UNITED STATES OR OF THE COUNTRY
 IN WHICH THE VESSEL IS OWNED OR REGISTERED OR OF
 THE COUNTRY IN WHICH ANY SUCH RIGHT OF
 REQUISITION IS VESTED.

IF SUBSEQUENT TO THE AGREEMENT OF AN ADDITIONAL PREMIUM AS PROVIDED BY PARAGRAPH (2) ABOVE, EITHER THE INSURED OR UNDERWRITERS AGAIN ELECT TO EXERCISE THE OPTION PROVIDED THEREIN, OR PARAGRAPHS (1) OR (3) BECOME OPERATIVE, PRO RATA NET RETURN OF THE ADDITIONAL PREMIUM PAID SHALL BE REFUNDED TO THE INSURED.

SUCH RETURN PREMIUM WILL BE PAID ON DEMAND OR AS SOON THEREAPTER AS PRACTICABLE TO DO SO.

- 9. TO LIABILITY OR EXPENSES UNDER THE EMPLOYEES RETIREMENT INCOME SECURITY ACT (ERISA).
- 10. TO LIABILITY FROM OWNERSHIP, USE OR OPERATION OF DRILLING RIGS, DRILLING BARGES, DRILLING TENDERS, PLATFORMS, BUT THIS EXCLUSION SHALL NOT APPLY TO CRAFT SERVING THE FOREGOING SUCH AS CREW, SUPPLY, OR UTILITY BOATS, TENDERS OR TUGS;
- 11. TO INJURY, SICKNESS, DISEASE, DEATH OR DESTRUCTION:
 - A. WITH RESPECT TO WHICH AN INSURED UNDER THE POLICY IS ALSO AN INSURED UNDER A NUCLEAR ENERGY LIABILITY POLICY ISSUED BY THE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION, MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS OR NUCLEAR INSURANCE ASSOCIATION OF CANADA, OR WOULD BE AN INSURED UNDER ANY SUCH POLICY BUT FOR ITS TERMINATION UPON EXHAUSTION OF ITS LIMIT OF LIABILITY, OR
 - B. RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL AND WITH RESPECT TO WHICH (1) ANY PERSON OR ORGANIZATION IS REQUIRED TO MAINTAIN FINANCIAL PROTECTION PURSUANT TO THE ATOMIC ENERGY ACT OF 1954, OR ANY LAW AMENDATORY THEREOF, OR (II) THE INSURED IS, OR HAD THIS POLICY NOT BEEN ISSUED WOULD BE, ENTITLED TO INDEMNITY FROM THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOF, UNDER ANY AGREEMENT ENTERED INTO BY THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOF, WITH ANY PERSON OR ORGANIZATION, OR
 - c. RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL, IF (1) THE NUCLEAR MATERIAL IS AT ANY NUCLEAR FACILITY OWNED BY, OR OPERATED BY OR ON BEHALF OF, AN INSURED OR HAS BEEN DISCHARGED OR DISPERSED THEREFROM; (II) THE NUCLEAR MATERIAL IS CONTAINED IN SPENT FUEL OR WASTE AT ANY TIME POSSESSED, HANDLED, USED, PROCESSED, STORED, TRANSPORTED OR DISPOSED OF BY OR ON BEHALF OF AN INSURED; OR (III) THE INJURY, SICKNESS, DISEASE, DEATH OR DESTRUCTION ARISES OUT OF THE FURNISHING BY AN INSURED OF SERVICE, MATERIALS, PARTS OR EQUIPMENT IN CONNECTION WITH THE PLANNING, CONSTRUCTION, MAINTENANCE OPERATION OR USE OF ANY NUCLEAR FACILITY, BUT IF SUCH FACILITY IS LOCATED WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS OR CANADA, THIS EXCLUSION (III) APPLIES ONLY TO INJURY TO OR DESTRUCTION OF PROPERTY AT SUCH NUCLEAR FACILITY.

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- 12. AS RESPECTS ACTIVITIES OF THE INSURED (EXCEPT LIABILITY ARISING OUT OF OWNERSHIP, CHARTER, USE, OPERATION, MAINTENANCE, LOADING, UNLOADING OR AS A BAILEE OF ANY WATERCRAFT) EXCEPT INSOFAR AS INSURANCE IS AVAILABLE TO THE INSURED IN UNDERLYING INSURANCE, OR SUBJECT TO A MINIMUM SELF-INSURED RETENTION OF \$1,000,000 EACH ACCIDENT OR OCCURRENCE, WITH RESPECT TO THE LIABILITY OF THE INSURED ARISING OUT OF:
 - A. TO CLAIM(S) MADE BECAUSE OF THE VIOLATION OF ANY STATUE, LAW, ORDINANCE OR REGULATION PROHIBITING DISCRIMINATION OR HUMILIATION BECAUSE OF RACE, CREED, COLOR, NATIONAL ORIGIN, AGE AND/OR SEX;
 - B. TO PROPERTY OWNED OR OCCUPIED BY OR RENTED TO OR USED BY OR IN THE CARE, CUSTODY OR CONTROL OF THE INSURED OR AS TO WHICH THE INSURED IS FOR ANY PURPOSE EXERCISING PHYSICAL CONTROL;
 - C. PRODUCTS HAZARDS;
 - D. COMPLETED OPERATIONS HAZARDS;
 - E. CONTRACTUAL LIABILITY;
 - F. TO THE OWNERSHIP, MAINTENANCE, OPERATION, USE LOADING OR UNLOADING OF ANY AIRCRAFT OWNED, OPERATED BY, RENTED TO, OR LOANED TO ANY INSURED OR OPERATED BY ANY PERSON IN THE COURSE OF HIS EMPLOYMENT BY AN INSURED:
 - G. FROM THE FAILURE OF THE INSURED'S PRODUCTS OR WORK COMPLETED BY OR FOR THE INSURED TO PERFORM THE FUNCTION OR SERVE THE PURPOSE INTENDED BY THE INSURED, ONLY IF SUCH FAILURE IS DUE TO A MISTAKE OR DEFICIENCY IN ANY DESIGN, FORMULA, PLAN, SPECIFICATIONS, ADVERTISING MATERIAL OR PRINTED INSTRUCTIONS PREPARED OR DEVELOPED BY ANY INSURED EXCEPT WITH RESPECT TO BODILY INJURY OR PROPERTY DAMAGE AS A RESULT OF SAID FAILURE.
- 13. TO LIABILITY ARISING DIRECTLY OR INDIRECTLY IN CONSEQUENCE OF THE ACTUAL OR POTENTIAL DISCHARGE, DISPERSAL, RELEASE, OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIES, PETROLEUM PRODUCTS OR DERIVATIVES, LIQUIDS OR GASES, WASTE MATERIALS, SEWERAGE OR OTHER TOXIC CHEMICALS, IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER, BUT THIS EXCLUSION SHALL NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE ARISES FROM A SUDDEN AND ACCIDENTAL PROXIMATE CAUSE.

CONDITIONS

1. GEOGRAPHICAL LIMITS

THE POLICY COVERS THE OPERATIONS OF THE INSURED ANYWHERE IN THE WORLD.

2. CROSS LIABILITY

IN THE EVENT OF ONE OF THE INSUREDS INCURRING LIABILITY TO ANY OTHER OF THE INSUREDS, THIS POLICY SHALL COVER THE INSURED AGAINST WHOM CLAIM IS OR MAY BE MADE IN THE SAME MANNER AS IF SEPARATE POLICIES HAD BEEN ISSUED TO EACH INSURED. NOTHING CONTAINED HEREIN SHALL OPERATE TO INCREASE UNDERWRITERS' LIMIT OF LIABILITY AS SET FORTH IN INSURING AGREEMENT 2.

3. NOTICE OF OCCURRENCE

WHENEVER THE INSURED HAS INFORMATION FROM WHICH THE INSURED MAY REASONABLY CONCLUDE THAT AN OCCURRENCE COVERED HEREUNDER INVOLVED INJURIES OR DAMAGES WHICH, IN THE EVENT THAT THE INSURED SHOULD BE HELD LIABLE, IS LIKELY TO INVOLVE THIS POLICY, NOTICE SHALL BE SENT TO INSURED'S BROKERS AS SOON AS PRACTICABLE, PROVIDED, HOWEVER, THAT FAILURE TO NOTIFY THE ABOVE FIRM OF ANY OCCURRENCE WHICH AT THE TIME OF ITS HAPPENING DID NOT APPEAR TO INVOLVE THIS POLICY, BUT WHICH, AT A LATER DATE, WOULD APPEAR TO GIVE RISE TO CLAIMS HEREUNDER, SHALL NOT PREJUDICE SUCH CLAIMS.

4. ASSISTANCE AND CO-OPERATION

THE COMPANY SHALL NOT BE CALLED UPON TO ASSUME CHARGE OF THE SETTLEMENT OR DEFENSE OF ANY CLAIM MADE OR SUIT BROUGHT OR PROCEEDING INSTITUTED AGAINST THE INSURED, BUT THE COMPANY SHALL HAVE THE RIGHT AND SHALL BE GIVEN THE OPPORTUNITY TO ASSOCIATE WITH THE INSURED OR THE INSURED'S UNDERLYING INSURERS.

5. APPEALS

IN THE EVENT THE INSURED OR THE INSURED'S UNDERLYING INSURERS ELECT NOT TO APPEAL A JUDGMENT IN EXCESS OF THE UNDERLYING LIMIT, THE COMPANY MAY ELECT TO MAKE SUCH APPEAL AT THEIR COST AND EXPENSE, AND SHALL BE LIABLE FOR THE TAXABLE COSTS AND DISBURSEMENTS AND INTEREST INCIDENTAL THERETO, BUT IN NO EVENT SHALL THE LIABILITY OF THE COMPANY FOR ULTIMATE NET LOSS EXCEED THE AMOUNT SET FORTH IN INSURING AGREEMENT 2 FOR ANY ONE OCCURRENCE AND IN ADDITION THE COST AND EXPENSE OF SUCH APPEAL AND, PLUS THE TAXABLE COSTS AND DISBURSEMENTS AND INTEREST INCIDENTAL THERETO.

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6. BANKRUPTCY OR INSOLVENCY

IN THE EVENT OF THE BANKRUPTCY OR INSOLVENCY OF THE INSURED OR ANY ENTITY COMPRISING THE INSURED, THE COMPANY SHALL NOT BE RELIEVED THEREBY OF THE PAYMENT OF ANY CLAIM HEREUNDER BECAUSE OF SUCH BANKRUPTCY OR INSOLVENCY.

7. OTHER INSURANCE

IF OTHER VALID AND COLLECTIBLE INSURANCE WITH ANY OTHER INSURER IS AVAILABLE TO THE INSURED COVERING A LOSS ALSO COVERED BY THE POLICY, OTHER THAN INSURANCE THAT IS IN EXCESS OF THE INSURANCE AFFORDED BY THIS POLICY SHALL BE IN EXCESS OF AND SHALL NOT CONTRIBUTE WITH SUCH OTHER INSURANCE, EITHER AS DOUBLE INSURANCE OR OTHERWISE. NOTHING HEREIN SHALL BE CONSTRUED TO MAKE THIS POLICY SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF OTHER INSURANCE.

8. SUBROGATION

IN THE EVENT OF ANY PAYMENT UNDER THIS POLICY, THE COMPANY SHALL BE SUBROGATED TO ALL OF THE INSURED'S RIGHTS OR RECOVERY THEREFORE AGAINST ANY PERSON OR ORGANIZATION AND THE INSURED SHALL EXECUTE AND DELIVER ALL NECESSARY INSTRUMENTS AND PAPERS, PROVIDED, NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONDITION, THE COMPANY AGREES TO WAIVE ALL RIGHTS AGAINST ANY PARTY INCLUDED AS AN INSURED HEREUNDER OR RELEASED BY AGREEMENT AND THIS INSURANCE SHALL NOT BE PREJUDICED IF THE INSURED BE UNABLE, BY REASON OF ANY SUCH AGREEMENT PRIOR TO LOSS TO SUBROGATE TO THE COMPANY THE RIGHTS OF RECOVERY AGAINST ANY PARTY.

INASMUCH AS THIS POLICY IS "EXCESS COVERAGE", THE INSURED'S RIGHT OF RECOVERY AGAINST ANY PERSON OR OTHER ENTITY CANNOT BE EXCLUSIVELY SUBROGATED TO THE COMPANY. IT IS, THEREFORE, UNDERSTOOD AND AGREED THAT IN CASE OF ANY PAYMENT HEREUNDER, THE COMPANY WILL ACT IN CONCERT WITH ALL OTHER INTERESTS (INCLUDING THE INSURED) CONCERNED, IN THE EXERCISE OF SUCH RIGHTS OF THE APPORTIONING OF ANY AMOUNTS WHICH MAY CCOVERY. SO RECOVERED SHALL FOLLOW THE PRINCIPLE THAT ANY INTERESTS WHICH MAY BE SO RECOVERED SHALL FOLLOW THE PRINCIPLE THAT ANY INTERESTS (INCLUDING THE INSURED) That shall have paid an amount over and above any PAYMENT HEREUNDER, SHALL FIRST BE REIMBURSED UP TO THE AMOUNT PAID BY THEM; THE COMPANY IS THEN TO BE REIMBURSED UP THE AMOUNT PAID BY THEM; THE COMPANY IS THEN TO BE REIMBURSED OUT OF ANY BALANCE REMAINING UP

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THE AMOUNT PAID HEREUNDER; LASTLY, THE INTERESTS (INCLUDING THE INSURED) OF WHOM THIS COVERAGE IS IN EXCESS ARE ENTITLED TO CLAIM THE RESIDUE, IF ANY. EXPENSES NECESSARY TO THE RECOVERY OF ANY SUCH AMOUNTS SHALL BE APPORTIONED AMONG THE INTERESTS (INCLUDING THE INSURED) CONCERNED, IN THE RATIO OF THEIR RESPECTIVE RECOVERIES AS FINALLY SETTLED.

9. ASSIGNMENT

ASSIGNMENT OF INTEREST UNDER THIS POLICY SHALL NOT BIND THE COMPANY UNTIL THEIR CONSENT IS ENDORSED HEREON.

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10. CURRENCY

THE PREMIUMS AND LOSSES UNDER THIS POLICY ARE PAYABLE IN UNITED STATES CURRENCY.

11. CONFLICTING STATUTES

IN THE EVENT THAT ANY PROVISION OF THIS POLICY IS UNENFORCEABLE BY THE INSURED UNDER THE LAWS OF ANY STATE OR OTHER JURISDICTION WHEREIN IT IS CLAIMED THAT THE INSURED IS LIABLE FOR ANY INJURY COVERED HEREBY, BECAUSE OF NON-COMPLIANCE WITH ANY STATUTE THEREOF, THEN THIS POLICY SHALL BE ENFORCEABLE BY THE INSURED WITH THE SAME EFFECT AS IF IT COMPLIED WITH SUCH STATUE.

12. AUTOMATIC ACQUISITION CLAUSE

IT IS HEREBY UNDERSTOOD AND AGREED THIS POLICY SHALL AUTOMATICALLY APPLY TO VESSEL(S) OR CRAFT(S) WHICH THE NAMED INSURED MAY ACQUIRE THROUGH PURCHASE OR BAREBOAT CHARTER PROVIDED SUCH ACQUISITIONS ARE REPORTED PER THE TERMS AND CONDITIONS OF THE APPLICABLE PRIMARY POLICY(S). IDENTIFIED IN THE SCHEDULE OF UNDERLYING IT IS FURTHER UNDERSTOOD AND AGREED THE MINIMUM UNDERLYING INSURANCE(S) APPLICABLE TO SUCH ACQUISITIONS SHALL BE \$1,000,000 OR THE HULL VALUE, WHICHEVER SHALL BE GREATER.

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13. CANCELLATION

THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY WRITTEN NOTICE STATING WHEN NOT LESS THAN 90 DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. MAILING NOTICE, AS PREVIOUSLY STATED, SHALL BE SUFFICIENT PROOF OF NOTICE. THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING. CANCELLATION BY EITHER PARTY SHALL BE COMPUTED ON A PRO RATA BASIS. PREMIUM ADJUSTMENT MAY BE MADE AT THE TIME CANCELLATION BECOMES EFFECTIVE; BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

14. NONRENEWAL OR MATERIAL CHANGE

IF THIS COMPANY ELECTS NOT TO RENEW THIS POLICY, OR TO AFFECT A MATERIAL CHANGE, IT SHALL MAIL TO THE INSURED WRITTEN NOTICE OF SUCH NONRENEWAL OR MATERIAL CHANGE, NOT LESS THAN NINETY (90) DAYS PRIOR TO THE POLICY EXPIRATION DATE OR PROPOSED DATE OF CHANGE.

15. MAINTENANCE OF UNDERLYING INSURANCE

- A. IT IS A CONDITION OF THIS POLICY THAT THE POLICY OR POLICIES REFERRED TO IN THE ATTACHED "SCHEDULE OF UNDERLYING INSURANCES" SHALL BE MAINTAINED IN FULL EFFECT DURING THE CURRENCY OF THIS POLICY EXCEPT FOR ANY REDUCTION OF THE AGGREGATE LIMIT OR LIMITS CONTAINED THEREIN SOLELY BY PAYMENT OF CLAIMS IN RESPECT OF ACCIDENTS AND/OR OCCURRENCES, OCCURRING DURING THE PERIOD OF THIS POLICY.
- B. INADVERTENT PAILURE OF THE INSURED TO COMPLY WITH

 (A') ABOVE OR INADVERTENT FAILURE TO NOTIFY

 UNDERWRITERS OF ANY CHANGES IN THE UNDERLYING
 INSURANCES SHALL NOT PREJUDICE THE INSURED'S
 RIGHTS OF RECOVERY UNDER THIS POLICY BUT IN THE
 EVENT OF SUCH FAILURE, UNDERWRITERS TO BE LIABLE
 ONLY TO THE SAME EXTENT AS THEY WOULD HAVE BEEN
 HAD THE INSURED COMPLIED WITH THE SAID CONDITION.

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C. IN THE EVENT OF AN UNDERLYING WAR RISKS INSURANCE BEING CANCELLED BY THE UNDERWRITERS THEREON UNDER THE TERMS OF THE CANCELLATION CLAUSE THEREIN, SUCH CANCELLATION SHALL NOT CONSTITUTE A BREACH OF (A) ABOVE, BUT UNDERWRITERS TO BE LIABLE HEREUNDER ONLY TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THAT UNDERLYING WAR RISKS INSURANCE NOT BEEN CANCELLED. NOTHING IN THE FOREGOING SENTENCE SHALL BE DEEMED TO AFFECT THE APPLICATION OF EXCLUSION NO. 8 HEREUNDER.

16. ERRORS IN DESCRIPTION OR OMISSION IN SCHEDULING UNDERLYING INSURANCE(S)

ANY ERROR OR UNINTENTIONAL OMISSION, WHETHER ON THE PART OF THE COMPANY OR THE INSURED, IN LISTING ANY UNDERLYING POLICY OR IN THE DESCRIPTION OF ANY UNDERLYING POLICY SHALL NOT INVALIDATE THE INSURANCE AFFORDED UNDER THIS POLICY AND SHALL COVER IN THE SAME WAY AS THOUGH ALL UNDERLYING POLICIES HAD BEEN PROPERLY LISTED AND DESCRIBED.

17. BROAD AS PRIMARY

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF LOSS FOR WHICH THE INSURED HAS COVERAGE UNDER THE UNDERLYING INSURANCE SET OUT IN THE ATTACHED SCHEDULE, THE EXCESS OF WHICH WOULD BE RECOVERABLE HEREUNDER EXCEPT FOR TERMS AND CONDITIONS OF THIS POLICY WHICH ARE NOT CONSISTENT WITH THE UNDERLYING, THEN NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS POLICY SHALL BE AMENDED TO FOLLOW THE TERMS AND CONDITIONS OF THE APPLICABLE UNDERLYING INSURANCE IN RESPECT OF SUCH LOSS. THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE NUCLEAR ENERGY LIABILITY.

-15-

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED IS COMPLETED TO READ AS FOLLOWS:

DILLINGHAM CORPORATION, ITS SUBSIDIARIES, CONTROLLED AFFILIATES, SPONSORED JOINT VENTURES, AND ANY INTEREST OF DILLINGHAM CORPORATION ET AL., ONLY, IN NON-SPONSORED JOINT VENTURES AND ANY INTEREST NOW OR HEREAFTER CONSTITUTED, OWNED OR CONTROLLED BY DILLINGHAM CORPORATION.

All other t	erms and conditions remain	unchanged	
Effective d	ate of this endorsement is:	MAY 1, 1981	☐ NEW HAMPSHIRE INSURANCE CO.
Attached I	o and forming part of No.	6181-8449	GRANITE STATE INSURANCE COMPANY
Issued to	DILLINGHAM CORPORATI	ION, ET AL	C. V. STARR & CO.
Dated	MAY 13, 1981	ENDT.	Underwith Managers 8y
SERVIA ANGLE	1774}	U	GSIC 002232

PROTECTED MATERIAL Subject To Protective Order

ENDORSEMENT NO 2

SCHEDULE OF UNDERLYING INSURANCE

COVERAGE	LIMIT	
GENERAL LIABILITY INCLUDING PROFESSIONAL LIABILITY AND	\$ 1,000,000.	COMBINED SINGLE LIMIT PER OCCURRENCE
AUTOMOBILE LIABILITY (CAL GAS)	\$ 5,000,000.	ANNUAL AGGREGATE WHERE APPLICABLE
GENERAL LIABILITY INCLUDING PROFESSIONAL LIABILITY AND AUTOMOBILE LIABILITY (ALL OTHERS)		COMBINED SINGLE LIMIT PER OCCURRENCE ANNUAL AGGREGATE WHERE APPLICABLE
EMPLOYERS LIABILITY	\$ 1,000,000.	EACH ACCIDENT
OWNED AIRCRAFT LIABILITY	\$10,000,000.	COMBINED SINGLE LIMIT PER OCCURRENCE
NON-OWNED AIRCRAFT LIABILITY	\$ 1,000,000.	COMBINED SINGLE LIMIT PER OCCURRENCE

All other terms and conditions remain unch	anged	
Effective date of this endarsement is: MA	Y 1, 1981	□ NEW HAMPSHIRE INSURANCE CO.
Attached to and farming part of No. 61	81-8449	E GRANITE STATE INSURANCE COMPANY
Issued to: DILLINGHAM CORPORATION	, ET AL	C. V. STARR & CO. Underworth Managers
Dated MAY 13, 1981	ENDT (#2) By	Underwann Managers
42397A [WEV 1/78]		GSIC 002233

FECTED MATERIAL

ENDORSEMENT NO 3

IT IS HEREBY UNDERSTOOD AND AGREED THAT NO COVERAGE IS PROVIDED UNDER THIS POLICY FOR MARINE RISK AS LISTED UNDER COVERAGE 1(A) AND 1(B) OF THE ATTACHED SUPPLEMENTAL FORM.

All other terms and conditions remain unchanged

Effective date of this endorsement is: MAY 1, 1981

□ NEW HAMPSHIRE INSURANCE CO.

Attached to and forming part of No.-

6181-8449

M GRANITE STATE INSURANCE COMPANY

Issued to: DILLINGHAM CORPORATION, ET AL

C. V. STARR & CO.

Dated

MAY 13, 1981

GSIC 002234

PROTECTED MATERIAL Subject To Protective Order

IT IS UNDERSTOOD AND AGREED THAT EXCLUSION 12(C) OF THE ATTACHED SUP-PLEMENTAL POLICY FORM IS HEREBY DELETED AND SUPERSEDED BY EXCLUSION F OF FORM CVS1115 (REV 6/80)

delection of

All other terms and conditions remain unchanged

Effective date of this endorsement is: MAY 1, 1981

Attached to and farming part of No. 6181-8449

☐ NEW HAMPSHIRE INSURANCE CO.

BO GRANITE STATE INSURANCE COMPANY

issued to: DILLINGHAM CORPORATION, ET AL

C. V. STARR & CO.

Underwriting Managers

Dated MAY 13, 1981

ENDT #4

(Id. Han M.

GSIC 002235

22227A | NEW 1778]

ENDORSEMENT NO. 5

CANCELLATION ALL OTHERS

IT IS HEREBY UNDERSTOOD AND AGREED THAT, EXCEPT FOR NONPAYMENT OF ANY PREMIUM, THE COMPANY SHALL PROVIDE NINETY (90) DAYS NOTICE IN THE EVENT OF CANCELLATION.

All other terms and conditions remain unchanged

Effective date of this endorsement is: MAY 1, 1981

☐ NEW HAMPSHIRE INSURANCE CO.

Attached to and forming part of No. 6181-8449

S GRANITE STATE INSURANCE COMPANY

issued to: DILLINGHAM CORPORATION, ET AL

C. V. STARR & CO.

MAY 13, 1981 Dated-

GSIC 002236

2014 (BEV 1776)

PROTECTED MATERIAL Subject To Protective Order

4

CONFLICT IN WORDING ENDORSEMENT

IN THE EVENT OF A CONFLICT IN WORDING BETWEEN THE ATTACHED MANUSCRIPT FORM AND THE POLICY JACKET, THE TERMS AND CONDITIONS OF THE MANUSCRIPT FORM WILL TAKE PRECEDENCE.

All other terms and conditions remain unchanged

Effective date of this endorsement is:

MAY 1, 1981

☐ NEW HAMPSHIRE INSURANCE CO.

Attached to and farming part of No....

6181-8449

S GRANITE STATE INSURANCE COMPANY

issued to:

DILLINGHAM CORPORATION, ET AL

C. V. STARR & CO.

Underwriting Managers

Dated

AUGUST 24, 1981 GJW/vel endt./#6

By Molo Han M.

MIN - VENE ALPERT

PROTECTED MATERIAL Subject To Protective Order

IT IS HEREBY UNDERSTOOD AND AGREED THAT ENDORSEMENT NO. 4 IS HEREBY DELETED FROM THE POLICY.

All other terms and conditions remain unchanged

Effective date of this endorsement is:

MAY 1, 1981

☐ NEW HAMPSHIRE INSURANCE CO.

Attoched to and forming part of No.-

6181-8449

M GRANITE STATE INSURANCE COMPANY

Issued to:

DILLINGHAM CORPORATION, ET AL

C. V. STARR & CO.

Dated-

AUGUST 24, 1981 GJW/vel

MM7A (REV. 1/18)

IT IS HEREBY U	NDERSTOOD AND AGREED THAT THE	
CoverageCompany shall proof premium.	☐ Expiration date □ Limit of Liability	Address of location of property Policy Cert. End. No. is cancel Pro rata Short rate Flat Name of assured Policy/Cert. period Address of the assured Amount of Insurance
a is amended to or	MCLOOL / TALALAMA	EARNE DEL BARONE
	COVERAGE	<u>LIMIT</u>
	GENERAL LIABILITY INCLUDING COST OF CONTROL AND REDRILLING	CAR GAS' PROPORTION OF \$10,000,000. PER OCCURRENCE
	(CAR GAS' INTEREST IN	
	LONGHORN OIL: GAS COMPANY JOINT VENTURE)	
All other terms and o	JOINT VENTURE)	date of this endorsement is:APRIL 8, 1982
•	JOINT VENTURE)	date of this endorsement is:APRIL 8, 19826181-8449
Attached to and form	JOINT VENTURE) conditions remain unchanged. Effective	
Attached to and form	conditions remain unchanged. Effective	6181-8449 NEW HAMPSHIRE INSURANCE CO.
Attached to and form	conditions remain unchanged. Effective	O NEW HAMPSHIRE INSURANCE CO. GRANITE STATE INSURANCE CO. C. V. STARR & CO. Underwriting Managers By

It is ag ** " at this Policy/	Gert, is hereby amended as indicate	d by X
□ IN - NSIDERATION O	F - AN ADDITIONAL PREMIT	лм of
IT IC IN	A RETURN PREMIUM OF	лм of s;
11 12 014	DERSTOOD AND AGREED THA	TTHE
☑ IT IS HEREBY UNDERS	STOOD AND AGREED THAT TH	E
☐ Premium	□ Deductible "	The Address of Lance of
	Self Insured Retention	☐ Address of location of property ☐ Policy ☐ Cert. ☐ End. No. is cancelled
☐ Audit	Rate	□ Pro rata □ Short rate □ Flat
Description of	☐ Deposit premium ☐ Inception date	□ Name of assured
Schedule of	☐ Expiration date	☐ Policy/Cert. period ☐ Address of the assured
Schedule of Underlying Insurances	☐ Limit of Liability	☐ Amount of Insurance
Coverage	,	
of premium.	days no	tice in event of cancellation, except in the event of non-payment
•	CLUDE / EXCECIDE OCOCONOCIO	exactivities when meriody
·		
		•
	COVERAGE	LIMIT
		
GENEF	CAL LIABILITY	CAL GAS' PROPORTION OF
	DING COST OF CONTROL	\$10,000,000. PER OCCURRENCE
AND F	REDRILLING	, , , , , , , , , , , , , , , , , , , ,
		·
	GAS' INTEREST IN	
	GHORN OIL: GAS COMPANY IT VENTURE)	
	•	
DEE D	plice has a \$10,	- written or sporte policies.
مر ب ص	with I sate I in an	wither or seamed policies
and n	healles - 1 is in	and Same C.V. Storr
P+17 307 11	a handens which he	WED IN TO CONTRACT EXCENDENCE
acroning	on see a law we	also in force. C.V. Storr the underwriters expressive ext LB Alexander wood as an
attack	mont to her 1-5	-83 latter. DL 1-6-83
		-
With order return rue couldiffor	n teman unchanged. Entectiv	e date of this endorsement is: APRIL 8, 1982
Attached to and forming part	t of Policy/Cert. No.	6181-8449
Innuad Ass.		
issued to: DILLINGHAM	CORPORATIONS, ET AL	☐ NEW HAMPSHIRE INSURANCE CO. © GRANITE STATE INSURANCE CO.
		GRANITE STATE INSURANCE CO.
		C. V. STARR & CO.
		Underwriting Managers
Dated: APRIL 15, 19	982 GJW/1p	by / / M. Itan M.
23178 (11/77)	ENDORSEMENT N	10. (B)
		GSIC 002240
PROT	FECTED MATERIAL	.002240
Subjec	t To Protective Order	

Confidential Business Information

lt is agreed that th	as Policy/Gert, is hereby amended as indicat	ed by 🔯
	ATION OF. AN ADDITIONAL PREMI A RETURN PREMIUM OF IT IS UNDERSTOOD AND AGREED THA	s,
☑ IT IS HEREBY	UNDERSTOOD AND AGREED THAT TE	HE.
Schedule of Underlying Inst Coverage Company shall of premium.	ed Inception date Expiration date urances Limit of Liability	Address of location of property Policy Cept. End. No. is cancelled Pro rata Short rate Flat Name of assured Policy/Cert. period Address of the assured Amount of insurance Otice in event of cancellation, except in the event of non-payment
Pv	CT VICTON 10 OR CTIT MANTICERTED 1	CORV. TO AMBRED TO BUAR AC POST OFF.
Children To	CRAFT SERVING THE FOREGOING STATES OR TUGS. IS FURTHER AGREED THAT THIS INTERCEPTION WITH LONGHORN OIL LY IN PROPORTION TO THEIR INTERCEPTION SHALL ONLY OPERATE FOR THE	FORM IS AMENDED TO READ AS FOLLOWS: E OR OPERATION OF DRILLING RIGS, DRILLING DRMS, BUT THIS EXCLUSION SHALL NOT APPLY SUCH AS CREW, SUPPLY, OR UTILITY BOATS, EXCLUSION SHALL NOT APPLY TO CAL GAS' AND GAS COMPANY JOINT VENTURE, AND THEN EREST IN THAT JOINT VENTURE. THIS EXCEP- JOINT VENTURE'S LAND OPERATIONS, AND JOINT VENTURE SERVER, OCEAN OR OTHER JOINT PROPERTY OPERATIONS AND PROPERTY OPER
All other terms ar	d conditions remain unchanged. Effec	tive date of this endorsement is: APRIL 8, 1982
Attached to and f	orming part of Policy/Cert. No.	6181-8449
issued to: DILL	INGHAM CORPORATION, ET AL	NEW HAMPSHIRE INSURANCE CO. GRANITE STATE INSURANCE CO. C. V. STARR & CO.
Dund.	T 1/ 1000 0 T 1/2	Underwriting Managers
Dated: <u>APRI</u> 23178 (11/77)	IL 16, 1982 GJW/1p ENDORSEMENT	NO. (9)
		GSTC 002241

ORIGINAL

PROTECTED MATERIAL Subject To Protective Order

	THE CHIEFCATE	PSTISSUED-AS AVAILUTER OF INFORMATI DOES NOT AMERIC EXTEND ON ALTER	in Cont	AND COMPANY OF	STANDERS STANDERS	ENTER CATE NO.	0.100	
D Street Tower ne Market Plaza			COMPANIES AFFORDING COVERAGES					
			COMPANY A Aetna Casualty & Surety					
Sar noisco, CA 94105 Tele, une: (415) 777-5500				B Grani	te State		X	
FOSS LAUNCH AND TUG CO.			COMPAN	· C			1	
	S ALASKA LINE,	INC.	COMPAN LETTER	[*] D		•		
660	West Ewing St.	- -	COMPAN LETTER	E				
This vi	s to certify that policies of insurance	Histed below have been issued to the insured his spect to which this cartificate may be issued o	amed above or may bent	and are in force at the iin, the insurance affo	a time. Notwithstanding and inded by the policies descri	y requirement, semi bed herein is subji	or condition act to all the	
JMPANY LETTER	TYPE OF INSURANCE	* POLICY NUMBER		POLICY EXPIRATION DATE	Limits of Liabi	EACH OCCURRENCE	ds (DOO) AGGREGATE	
Α	GENERAL LIABILITY COMPREHENSIVE FORM	05 GL 9 SCA		5-1-82	BODILY INJURY	\$	s	
	PREMISES—OPERATIONS EXPLOSION AND COLLAPSE NAZARO	Note:		3-1-62	PROPERTY DAMAGE	\$	\$	
	UNDERGROUND HAZARD PRODUCTS/COMPLETED OPERATIONS HAZARD CONTRACTUAL INSURANCE SOME FORM PROPERTY DAMAGE	O5 AL 189524 SCA Applicable in Texas			BODILY INJURY AND PROPERTY DAMAGE COMBINED	1,000	3 5,000	
	PERSONAL INJURY				PERSONAL	PERSONAL SJURY \$ 5,0		
1	AUTOMOBILE LIABILITY COMPREHENSIVE FORM OWNED	05 FJ 1508 SCA		5-1-82	805KY INJURY (EACH PERSON) BOOKY INJURY (EACH ACCIDENT)	S	ž	
	MIRED NON-OWNED	Note: 05 AL 189524 SCA Applicable in Hawaii and Texas	^		PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE	1 1,000		
В	EXCESS LIABILITY KUMBRELLA FORM OTHER THAN UMBRELLA	6181-8449		5-1-82	COMBINED BOOKLY INJURY AND PROPERTY DAMAGE COMBINED	5,000	,5,000	
	FORM WORKERS' COMPENSATION			11-40	STATUTORY			
	and EMPLOYERS' LIABILITY	Self Insured		Until Revoked		1	IFACE ACCIDENTS	
	OTHER							
Provides coverage for exposures at Port of Seattle Terminal 115.								
Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing com- কেইউইউইটাৰ plant will expect the perfect the perfect of the perfect that the company will expect the company of the comp								
	PORT OF			DATE ISSUED	April 24	, 1981		
	P. O. Bos Seattle,	x 1209 WA 98111			and the	La Co	Ze .	
					AUTHORIZED S	C 00224	2	
ACORO 25	(3779)							



☐ GRANITE STATE INSURANCE COMPANY ☐ NEW HAMPSHIRE INSURANCE COMPANY

MANCHESTER, NEW HAMPSHIRE

C. V. STARR & CO.

UNDERWRITING MANAGERS

SAN FRANCISCO

LOS ANGELES

PORTLAND

CHICAGO

DECLARATIONS

1 Assured.

DILLINGHAM CORPORATION, ET AL (AS PER ENDORSEMENT NO.1)

Address

1990 N. CALIFORNIA DRIVE, SUITE 930 WALNUT CREEK, CALIFORNIA 94596-3789

SEATTLE

2. Policy Period: From

MAY 1, 1984 TO MAY 1, 1985

both days at 12:01 A.M. (Standard Time) at the location(s) of the risk(s) insured and in accord with the terms and conditions of the form(s) attached.

3. Amount:

\$500,000. PER OCCURRENCE

\$1,000,000. AGGREGATE WHERE APPLICABLE EXCESS OF

\$500,000. PER OCCURRENCE

\$5,000,000. AGGREGATE AS APPLICABLE

4. Coverage

EXCESS COMPREHENSIVE GENERAL LIABILITY INCLUDING PROFESSIONAL LIABILITY AND

AUTOMOBILE LIABILITY

5 Premium: A) Provisional or deposit premium \$125,000.00

B) Minimum Premium

\$125,000.00 \$145,000.00 MAXIMUM

C: Basis of Adjustment (Rate)

AS PER ENDORSEMENT NO.3

D) Audit Period

ANNUALLY

Assignment of this Policy shall not be valid except with the written consent of this Company.

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such other provisions, stipulations, and agreements as may be added hereto, as provided in this Policy.

Unless otherwise provided herein, this Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Policy to the Company. This Policy may also be cancelled, with or without the return or tender of the unearned premium, by the Company or by the Underwriting Managers in its behalf, by delivering to the Assured or by sending to the Assured by regular mail, at the Assured's address as shown herein, not less than 30 days written notice stating when the cancellation shall be effective, and in such case Insurers shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by Insurers or Assured.

Not withstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is understood and agreed that whenever an additional or return premium of \$10,00 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, at the case may be.

in Witness Whereof, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.

. .

Countersigned JUNE 7, 1984 GJW/lp

CVS 1114

ORIGINAL

ORIGINAL

POLICY OF INSURANCE

61844345 of THE GRANITE STATE INSURANCE

COMPANY (C.V. STARR & CO.) herein

POLICY NO.

referred to as UNDERWRITERS

ASSURED:

DILLINGHAM, ETAL

INTEREST INSURED: EXCESS LIABILITY

\$ 500,000 each occurrence

AMOUNT INSURED HEREIN: \$1,000,000 aggregate where applicable

ATTACHMENT DATE: May 1, 1984

INSURANCE BROKERS . AVERAGE ADJUSTERS Employee Benefit Plan Consultants

> PRINCIPAL BUILDING 601 CALIFORNIA STREET BAN THANCISCO, CALIFORNIA 04108

> > TEL. 981-4700 AREA CODE 415

GSIC 002244

Form 3465A-5M-2-73

EXCESS MULTILIABILITY INSURANCE POLICY DECLARATIONS

ITEM 1: (a) Named Assured: Dillingham, as attached per Endorsement No. 1.

(b) Address of Named Assured:

1990 N. California Boulevard, Suite 930 Walnut Creek, CA 94596-3789

ITEM 2: Limit of Liability - as Insuring Agreement No. 2

(a) Limits per each occurrence: \$500,000

(b) Limit in the aggregate each annual period where applicable:

\$1,000,000 or per schedule of underlying insurance

ITEM 3: Policy Period: May 1, 1984 - May 1, 1985

ITEM 4: Notice of Occurrence (Condition B) to:

Johnson & Higgins 601 California Street San Francisco, CA 94108

TTEM 5: Currency (Condition L) - United States

ITEM 6: Payment of Premium - As agreed

ITEM 7: Service of Process (Condition N) upon: as necessary

GSIC 002245

Any provisions required by law to leasted in policies issued by a Subscribe ereto, shall be deemed to have been stated herein

ITNESS WHEREOF, the Subscribers hereunder each severally, but not jointly, and not on the part of one for the omer or any of the others have caused this policy to be signed by a duly authorized officer, attorney or agent, this

lst day of	ay 19.84
------------	----------

SUBSCRIBER	AMOUNT INSURED	RATE	PREMIUM	AUTHORIZED SIGNATURE FOR SUBSCRIBER
Granite State Insurance Co. (C.V. Starr & Co.)	\$500,000 each occurrence/ \$1,000,000 aggregate where applicable	As Agreed	\$125,000 Minimum and Deposit	A. Marian
			·	-
,				
				GSIC 002246

JOHNSON & HIGGINS

ADVICE OF INSURANCE JOHNSON & HIGGINS

OF CALIFORNIA

Burney Established Non Black 1865

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HISK MUMI

INSURANCE BROKERS-AVERAGE ADJUSTERS

EMPLOYEE BENEFIT PLAN CONSULTANTS

INTERNATIONAL RETURNS ARR COMMISSIONIA ST., NAS DICASCASCA GARAGO TELL DRIGHTER CARCA CARREAG

Todd R. Folk Risk Henager To hillingham 1990 N. California Blvd., Suite 930 Walnut Creek, CA 94596

April 30, 1984

In accordance with your instructions, we have arranged insurance

attaching from

May 1, 1984

and expiring

Nay 1, 1985

ON: Excess Automobile Liability, Comprehensive General Liability and Professional

Lisbility, Johnson & Higgins wording. Premium: \$125,000 Minimum & Deposit-\$145,000 Maximum

Rates: \$,08 per \$1,000 Construction revenues

\$.103 per \$1,000 Energy revenues

Name of Insured:

Dillingham, stal

Address of Insured: As above

TODD FOLK

Location of Risk:

Worldwide (

APR 3 0 1984

LIMITS OF LIABILITY

\$500,000 each occurrence/\$1,000,000 aggregate where applicable excess of \$500,000 each occurrence and \$5,000,000 aggregate where applicable

Granite State Ins. Co. Assigned Policy Number 61844345

The policy (or policies) are being prepared and will be forwarded to you in the near future.

Yours very truly,

IMPORTANT NOTICE If there be any inaccuracy in the above description of the insurance required, please advise immediately.

JOHNSON & HIGGINS

GSIC 002247

Michael J. O'Brien

PROTECTED MATERIAL Subject To Protective Order

SCHEDULE OF UNDERLYING LIMITS

Policy

Underlying Limits including Deductibles or Self-Insured Retentions

I. DOMESTIC NON-MARINE

A. Comprehensive General & Automobile Liability including Professional Liability

- 1. General Liability
 - a. Bodily Injury and Property
 Damage Liability Combined
 Single Limit

	1)	Each occurrence	\$ 500,000
	2)	Annual aggregate other than Cal Gas	5,000,000
	3)	Annual aggregate for Cal Gas	5,000,000
ь.	Per: Adv	sonal Injury and ertising Liability	
	1)	Each occurrence	500,0 00
	2)	Annual aggregate	1,000,000
c.	Emp	ployee Benefits Liability-	
	1)	Each employee	500,000
	2)	Annual aggregate	5,000,000
Prof	'essio	nal Liability-	
		Each claim	500,000
and	Prope	le Liability Bodily Injury rty Damage Liability in- argo coverage-	
		Each occurrence	500,000

GSIC 002248

500,000

UL-1

Each occurrence

3.

DHM-2001

В.

Excess Comprehensive General, Auto and Professional Liability

> PROTECTED MATERIAL Subject To Protective Order

C.	Comprehensive General and Auto Liability for-	1.	Gen	neral I	Liability		
	Dillingham-Tokola, a Joint Venture		8.	Bodily Injury and Personal Damage Liability Combined			
	(Golden Gate Bridge Project)			Single Limit-			
				1)	Each occurrence	500,000	
				2)	Annual aggregate	5,000,000	
			ъ.	Per: tisi:	sonal Injury and Adver- ng Liability-		
				Ann	ual aggregate	1,000,000	
			c.	Emp	ployee Benefits Liability		
				1)	Each employee	500,000	
				2)	Annual aggregate	5,000,000	
		2.	Aut- jury	omobi and I	le Liability, Bodily In- Property Damage Liability-		
				1)	Each occurrence	500,000	
D.	Comprehensive General Liability for-	1.	Gen	eral L	viability		
	Amelco Electric (sub- contractor on Golden Gate Bridge Project)		a.	Dan	ily Injury and Property nage Liability Combined tle Limit-		
				1)	Each occurrence	500,000	
	•			2)	Annual aggregate	5,000,000	
			b.		sonal Injury and Adver- ng Liability-		
					Annual aggregate	1,000,000	
			e.	Emp	oloyee Benefits Liability-		
				1)	Each employee	500,000	

GSIC 002249

5,000,000

UL-2

2)

Annual aggregate

E.	Comprehensive General Liability for Kingston	1.	General Liability					
			а.	Dam	ly Injury and Property age Liability Combined le Limit-			
				1)	Each occurrence	500,000		
				2)	Annual aggregate	5,000,000		
			ъ.		onal Injury and Adver- g Liability-			
					Annual aggregate	1,000,000		
			c.	Emp	loyee Benefits Liability-			
				1)	Each employee	500,000		
				2)	Annual aggregate	5,000,000		
F.	Owners' and Contractors Protective Liability for Chicago Housing Authority (Ball-Healy-Horn's Chicago V projects)	1.	Gene	General Liability				
			a.	Bodi:	ly Injury Liability-			
				Each	occurrence	500,000		
			b.	Prop	erty Damage Liability-			
					occurrence al aggregate	200,000 400,000		
G.	Owners' Landlords' and Tenants' Liability for Commonwealth Edison Co. (Ball/DEW's Chicago XI project)	1.	a.		ly Injury Liability- occurrence	500,000		
			b.	Each	erty Damage Liability- occurrence al aggregate	300,000 300,000		
н.	Aircraft Liability	1.	Com		craft Liability for Bodily In- coperty Damage Liability-	,		
			Each occurrence		occurrence	10,000,000		
		2.	Comi	bined	Aircraft Liability for Bodily In coperty Damage Liability-			
				Each	occurrence	10,000,000		

PROTECTED MATERIAL Subject To Protective Order

UL-3

GSIC 002250

I' FOREIGN NON-MARINE

A.	Comprehensive General & Automobile Liability in- cluding locally admitted underlying policies		Inju	eral and Automobile Bodily ry and Property Damage Dility combined Single Limit-		
			a.	Each occurrence	500,000	
			b.	Products Liability annual aggregate	2,000,000	
•		2.	Professional Liability-			
				Each claim	500,000	
В.	Comprehensive General & Automobile Liability for Dillingham Construction International, Inc./Towell Joint Venture (Masirah Island I & II, Oman Project)	1.	and	eral Liability, Bodily Injury Property Damage Liability bined Single Limit-		
			a.	Each occurrence	500,000	
			ъ.	Annual aggregate where applicable	1,000,000	
		2.	Personal Injury Liability-			
				Annual aggregate	1,000,000	
		3.	Employee Benefits Liability-			
			a. ·	Each claim	500,000	
			b.	Annual aggregate	1,000,000	
	,	4.	Automobile Liability, Bodily Injury and Property Damage Liability com- bined Single Limit-			
				Each occurrence	500,000	
C.	Comprehensive General Liability for Dillingham Construction Ltd. (Canada)	1.	Gen	eral Liability		
			a. Bodily Injury and Property Damage Liability combined Single Limit-			
				1) Each occurrence	500,000	
				Aggregate products and completed operations	5,000,000	

UL-4

GSIC 002251

		b)	Proplimit use of vibra caiss or w prop					
•			1)	Each occurrence	500,000			
			2)	Aggregate operations and contractual	1,000,000			
	2.	Pers	Personal Injury Liability-					
		a.	Each	person aggregate	500,000			
		b.	Cove	rage aggregate	5,000,000			
	3.	Premises Legal Liability-						
			Each	occurrence	100,000			
	4.	Non-	Non-owned Auto Liability-					
			Each	occurrence	500,000			
Comprehensive Automobile Liability for Dillingham Constructions Ltd. (Canada)			Bodily Injury and Property Damage Liability combined Single Limit-					
		Each occurrence			500,000			
Excess Liability for Dillingham Construction		Exce	ss Lial					
International, Inc./Towell Joint Venture (Masirah Island I and II, Oman	;	1.	Each	occurrence	29,000,000 excess of Underlying			
		2.	Annu	al aggregate	29,000,000 excess of Underlying			

GSIC 002252

D.

E.

EXCESS MULTILIABILITY INSURANCE POLICY

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof.

1. COVERAGE:

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to pay on behalf of the Assured all sums which the Assured shall be obligated to pay by reason of:

A. Liability imposed upon the Assured by law;

or

B. Liability assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential and expenses, all as more fully defined by the term "ultimate net loss" on account of:

- Personal Injuries, including death at any time resulting therefrom;
- (ii) Property Damage;
- (iii) Advertising Liability;

caused by or arising out of each occurrence happening anywhere.

2. LIMITS OF LIABILITY:

Underwriters hereon shall only be liable for the Ultimate Net Loss in excess of:

(i) the limits of the underlying insurances or self-insured retentions as set out in the attached schedule in respect of each occurrence covered by said underlying insurances or self-insured retention

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy shall:

- (1) in the event of reduction, pay the excess of the reduced underlying limit:
- (2) in the event of exhaustion, continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Assured shall not operate to increase Underwriters' limits of liability beyond those set forth in the Declarations.

GSIC 002253

(ii) In the event that the limits of liability of any underlying policy are expressed in a currency other than U.S. dollars, the limits of this policy shall apply as excess limits immediately over any such underlying limits, without interruption for differences in exchange rates or translation of foreign currencies.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS

1. **ASSURED:**

The unqualified word "Assured", wherever used in this Policy, includes:

- (a) The Named Assured and, if the Named Assured includes a partnership or joint venture, the partnership or joint venture and any partner or member thereof, but only with respect to his liability as such;
- (b) any officer, director, board advisor, stockholder or partner of the Named Assured, while acting on behalf of the Named Assured or with respect to his liability as such and at the sole option of the Named Assured, any organization or proprietor with respect to real estate management for the Named Assured:
- (c) corporate officers acting in volunteer capacities with outside organizations, provided that these activities are conducted with the support and/or encouragement of the Named Assured.
- (d) if the Named Assured requests in writing upon a claim being made, (i) any employee of the Named Assured, while acting on behalf of the Named Assured and (ii) any doctor, nurse or first-aid attendant, while acting within the scope of his employment or contract with the Named Assured with respect to error or omission in rendering or failing to render professional service;
- (e) any additional Assured (not being the Named Assured under this policy) included in the Underlying Insurances, but not for broader coverage than is available to such additional Assured under any Underlying Insurance.
- (f) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this subdivision (f), with respect to any person or organization other than the Named Assured shall not apply:
 - to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;

GSIC 002254

- (ii) to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of any of the aforementioned;
- (iii) with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner;
- (iv) to any person, other than an employee of the Named Assured, with respect to Bodily Injury or Property Damage arising out of the loading or unloading of any automobile.

This subdivision (f) shall not apply if it restricts the insurance granted under subdivision (c), (d), and (e) above.

2. OCCURRENCE:

The term "Occurrence", wherever used herein, shall mean an accident or a happening or an event, or an error or an omission, or a continuous or repeated exposure to conditions which result in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions, existing at or emanating from one premises location, shall be deemed one occurrence. All such personal injury and/or property damage arising out of one batch or lot of goods or products prepared or acquired by the Named Assured or by another trading under that name shall be deemed as arising out of one occurrence.

3. ULTIMATE NET LOSS:

The term "Ultimate Net Loss" shall mean the total sum which the Assured or his Underlying Assurers as scheduled, or both, becomes obligated to pay by reason of matters set out in Insuring Agreement 1, including judgments and settlements and shall include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons and for litigation, settlement, adjustment, and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding, however, the salaries of the Assured's permanent employees and general office overheads.

4. AUTOMOBILE:

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

5. AIRCRAFT:

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

DHM-2001

6. PRODUCTS LIABILITY:

The term "Products Liability" shall mean:

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Assured or by others trading under his name (hereinafter called "the Assured's Products") if the occurrence occurs after possession of such goods or products has been relinquished to others by the Assured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Assured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property other than such container, rented to or located for use of others but not sold;
- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented, or controlled by the Assured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph;
 - (i) pick-up or delivery, except from or onto a railroad car;
 - (ii) the maintenance of vehicles owned or used by or on behalf of the Assured:
 - (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

7. ANNUAL PERIOD:

The term "Annual Period" shall mean a period of one year commencing from the inception date of this policy.

8. PERSONAL INJURIES

Personal Injuries, wherever used herein shall mean, but not be limited to:

- (a) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury;
- (b) false arrest, false imprisonment, wrongful eviction, wrongful detention, wrongful termination, malicious prosecution, harassment or humiliation;
- (c) libel, slander, defamation of character or invasion of rights of privacy, unless arising out of the advertising activities;
- (d) discrimination:

DHM-2001

- (e) assault and battery (i) not committed by or at the direction of the Named Assured, (ii) committed for the purpose of protecting persons or property and
- (f) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury arising out of error or omission in the rendering or failing to render professional service in the Assured's capacity as a doctor, nurse or first aid attendant.

9. PROPERTY DAMAGE

The term "Property Damage", wherever used shall mean but not be limited to, loss of injury to or destruction of tangible and intangible property, including the loss of use thereof at any time resulting therefrom, including loss of use of tangible property which has not been physically injured.

10. ADVERTISING LIABILITY

The term "Advertising Liability", wherever used herein shall mean but not be limited to:

- (a) libel, slander or defamation;
- (b) any infringement of copyright or of title or of slogan;
- (c) piracy or unfair competition or idea misapropriation under an implied contract;
- (d) any invasion of right of privacy

committed or alleged to have been committed in any advertisement, publicity article. broadcast or telecast and arising out of the Named Insured's advertising activities.

THIS POLICY IS SUBJECT TO THE POLLOWING EXCLUSIONS

This policy shall not apply:

- A. In respect to operations in the United States of America to claims arising under the Employee Retirement Income Security Act.
- B. With respect to advertising activities, to claims made against the Assured for:
 - (1) failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
 - (2) infringement of registered trade marks, service mark or trade names by use thereof as the registered trade mark, service mark, or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans:

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- (3) incorrect description of any article or commodity;
- (4) mistake in advertised price.
- C. To loss, damage, or liability directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts or foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of, or damage to property, by or under the order of any government or public or local authority.
- D. To injury, sickness, disease, death or destruction:
 - 1. With respect to which an Assured under the policy is also an Assured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Assured under any such policy but for its termination upon exhaustion of its limit of liability, or
 - 2. Resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Assured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization, or
 - 3. Resulting from the hazardous properties of nuclear material, if (1) the nuclear material is at any nuclear facility owned by, or operated by or on behalf of, an Assured or has been discharged or dispersed therefrom; (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Assured; or (3) the injury, sickness, disease, death or destruction arises out of the furnishing by an Assured of service, materials, parts or equipment in connection with the planning. construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility.
- E. Except to the extent that coverage is afforded to the Assured in the underlying insurances, this policy shall not apply to liability for the emission, discharge, dispersal, disposal, seepage, release or escape of any liquid, solid gaseous or thermal irritant, contaminant or pollutant into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.
- F. To any obligation for which the Assured and any company as its insurer may be held liable under any Worker's Compensation law provided, however, that this exclusion does not apply to liability of others assumed by the Named Assured under contract or agreement nor shall it apply to any Employers' Liability if scheduled in the underlying insurances.

THIS POLICY IS SUBJECT TO THE POLLOWING CONDITIONS

A. CROSS LIABILITY:

This policy shall cover each Assured against whom a claim is made, or may be made, in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase the Underwriter's limit of liability as set forth in Insuring Agreement 2.

B. NOTICE OF OCCURRENCE:

In the event of an occurrence, claim or suit notice shall be given to Underwriters or their agents as soon as practicable after Dillingham Corporation Risk Management becomes aware of such occurrence, claim or suit.

Provided, however, that failure to give notice of any occurrence which, at the time of its happening, would not, in the opinion of Corporate Risk Management, appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

C. ASSISTANCE AND COOPERATION:

The Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured but the Underwriters shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve Underwriters, in which event the Assured and Underwriters shall cooperate in all things in the defense of each claim, suit, or proceeding.

D. APPEALS:

In the event the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, Underwriters may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of Underwriters for ultimate net loss exceed the amount set forth in Insuring Agreement 2 for any one occurrence and in addition the cost and expense of such appeal.

E. BROAD AS PRIMARY:

It is understood and agreed that in the event of loss for which the Assured has coverage under the underlying insurance set out in the schedule of underlying insurances, the excess of which would be recoverable hereunder except for terms and conditions of this policy which are not consistent with the underlying, then notwith-standing anything contained herein to the contrary, this policy shall be amended to DHM-2001

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follow the terms and conditions of the applicable underlying insurance in respect of such loss. The foregoing shall not, however, apply to the Nuclear Energy Liability.

F. BANKRUPTCY AND INSOLVENCY:

In the event of the bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Underwriters shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

G. OTHER INSURANCE:

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is specifically stated to be excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing in this Condition G shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

H. SUBROGATION:

In the event of any payment under this policy, the Underwriters shall be subrogated to all of the Assured's rights of recovery therefore against any person or organization and the Assured shall execute and deliver all necessary instruments and papers, provided that, notwithstanding anything contained in this condition, the Underwriters agree to waive all rights against any party included as an Assured hereunder or released by agreement and this insurance shall not be prejudiced if the Assured be unable, by reason of any such agreement prior to loss to subrogate to Underwriters the rights of recovery against any party.

Inasmuch as this policy is "excess coverage", the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; Underwriters are then to be reimbursed out of any balance remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned among the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

L CHANGES:

Notice to, or knowledge possessed by, any person shall not effect a waiver or change in any part of this policy or stop Underwriters from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Underwriters.

GSIC 002260

J. ASSIGNMENT:

Assignment of interest under this policy shall not bind Underwriters unless and until their consent is endorsed hereon.

K. CANCELLATION:

This policy may be cancelled by the Named Assured at any time. The underwriters may cancel for non-payment of premium by providing ten (10) days' written advance notice thereof. Further, this policy may be cancelled by underwriters by mailing, to Named Assured's Corporate Risk Manager, 1990 N. California Boulevard, Suite 930, Walnut Creek, CA 94596-3789, written notice stating when not less than ninety (90) days' thereafter such cancellation shall be effective. The written notice shall be sent by U.S. Registered Mail. Earned premium and return premium resulting therefrom shall be determined on a pro rata basis.

L. CURRENCY:

The premiums and losses under this policy are payable in United States currency.

M. CONFLICTING STATUTES:

In the event that any provision of this policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute then this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute.

N. SERVICE OF SUIT CLAUSE:

It is agreed that, in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 7 and that in any suit instituted against any one of them upon this policy, Underwriter will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 7 is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and DHM-2001

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lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this policy of insurance and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

O. MAINTENANCE OF UNDERLYING INSURANCES:

It is a condition of this policy that the policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurences occurring during the terms thereof. Failure of the Named Assured to comply with the foregoing shall not invalidate this policy but, in the event of such failure, the Underwriters shall only be liable to the same extent as they would have been had the Named Assured complied with the said condition.

In the event of an underlying war risks insurance being cancelled by the Underwriters under the terms of the cancellation clause therein, such cancellation shall not constitute a breach of the preceeding paragraph, but Underwriters will be liable hereunder only to the same extent as they would have been had that underlying war risk insurance not been cancelled. Nothing in the foregoing sentence shall be deemed to effect the application of Exclusion C hereunder.

P. ERRORS IN DESCRIPTION OR OMISSION IN SCHEDULING UNDERLYING INSURANCE(S):

Any error or unintentional omission, whether on the part of Underwriters or the Assured, in listing any underlying policy or in the description of any underlying policy shall not invalidate the insurance afforded under this policy which shall cover in the same way as though all underlying policies had been properly listed and described.

Q. CONTRACT OF ADHESION:

The language of this policy is the language of the company.

GSIC 002262

ENDORSEMENT NO. 1

It is hereby understood and agreed that the Named Assured is completed to read as follows:

Dillingham Holdings. Inc., Dillingham Corporation, their subsidiaries, associated, affiliated or interrelated companies, partnerships, sponsored joint ventures, and any interest of Dillingham only in nonsponsored joint ventures, and any company or organization coming under the interest or control or active management of any of them, and any entity or party required to be insured under any contract or agreement or which it may agree to insure, as now existing, previously existing or hereafter acquired.

Attached to and forming a part of policy No. 61844345 of the Granite State Insurance Company (C.V. Starr & Co.) effectivive May 1, 1984.

ENDORSEMENT NO. 2

Insuring Agreement

Underwriters will pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay as damages by reason of an act, error or omission for which the Assured may be held legally liable, provided always that:

- A. claim is first made against the Assured after the effective date of the policy to which this endorsement is attached, and prior to its cancellation date, by reason of such act, error or omission and,
- B. the Assured's legal liability arises out of the performance of, or failure to perform, professional services, and
- C. Dillingham Corporate Risk Manager, 1990 N. California Blvd., Suite 930, Walnut Creek, CA., had no knowledge of such act, error or omission as of the effective date of this coverage.

II. Limits of Liability

The liability of Underwriters shall not exceed \$ (as stated in Item 2(A) of the declarations) ultimate net loss for each single claim made and, subject to that limit for each single claim made, \$ (as per Item (b) declarations) ultimate net loss for all claims first made during each annual period excess of \$500,000 ultimate net loss any one claim made self-insured and/or underlying insurances.

The inclusion herein of more than one Assured shall not operate to increase the limit of Underwriter's liability or Assured's primary obligation for each single claim made and in the aggregate.

III. Exclusions

The insuring agreements and all provisions of this endorsement shall not apply to:

- A. bodily injury, sickness, death or disease to any employee of the Assured arising out of and in the course of his employment by the Assured or any obligation for which the Assured or any carrier as his insurer may be liable, under any workers' compensation, unemployment compensation, employer's liability, disability benefits law or any similar law, but this exclusion shall not apply to any contractual obligations assumed by the Assured;
- B. the insolvency or bankruptcy of the Assured or any other person, firm or organization;
- C. the advising of, requiring of, maintaining of, or failure to advise, or require or maintain any form of insurance, suretyship or bond for the Assured, any joint venture partner, subcontractor or project owner or owners provided the Assured has advised or agreed or is required to obtain, advise or maintain any such insurance, suretyship or bond for any particular construction project, joint venture or partnership.

GSIC 002264

PROTECTED MATERIAL Subject To Protective Order

- D. the ownership, maintenance, operation or use, including loading and unloading, by or on behalf of the Assured, of watercraft, automobiles, motor vehicles, aircraft or mobile vehicles of any kind;
- E. Express warranties or guarantees that pertain to estimates of probable construction costs or cost estimates being exceeded.
- F. any claims which are covered under any other coverage of the policy to which this endorsement is attached;
- G. any dishonest, fraudulent, criminal, malicious or knowingly wrongful acts. errors or omissions committed by or at the direction of the Named Assured.

IV. DEFINITIONS

- A. "Assured" means the Named Assured so designated in the declarations, any present and former partner, director, officer, employee or agent of the Named Assured while acting in the course of his duties for the Named Assured;
- B. "claim" means a demand for money or services, including the service of suit or institution of arbitration proceedings against the Assured;
- C. "single claim" means two or more claims arising out of one or a series of acts, errors or omissions of a similar type;
- D. "ultimate net loss" means the total sum which the Assured or his underlying insurers as scheduled, or both, becomes obligated to pay by reason of matters set out in Insuring Agreement I, including judgements and settlements and shall include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premium on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons and for litigation, settlement, adjustment, and investigation of claims and suits which are paid as a consequence of any claim covered hereunder, excluding however, the salaries of the Assured's permanent employees and general office overhead.

V. Conditions

The conditions of the policy to which this endorsement is attached apply to the insurance afforded hereby and the following additional conditions also apply:

Discovery Clause

If during the period of the policy to which this endorsement is attached, the Assured becomes aware of any circumstances which may subsequently give rise to a claim against the Assured by reasons of an act, error or omission for which coverage would be afforded hereunder, and during the policy period gives written notice to the underwriters of such circumstances, then any claim that may subsequently be made against the Assured arising out of such circumstances shall be deemed for the purposes of this insurance to have been made during the policy period.

GSIC 002265

PROTECTED MATERIAL Subject To Protective Order

Settlement

No claim covered under this endorsement shall be settled without the consent of the $\mbox{\sc Assured.}$

Attached to and forming a part of policy No. 61844345 of The Granite State Insurance Company (C.V. Starr & Co.) effective May 1, 1984.

GSIC 002266

PROTECTED MATERIAL Subject To Protective Order

ENDORSEMENT NO. 3

It is hereby agreed and understood that the premium is adjustable as follows:

1) Rates

\$.08 per \$1,000 revenue (Construction Division)\$.103 per \$1,000 revenue (Energy Division)

but

2) Subject to a maximum premium of \$125,000 and maximum premium of \$145,000.

Attached to and forming a part of Policy No. 61844345 of The Granite State Insurance Company (C. V. Starr & Co.) effective May 1, 1984.

GSIC 002267

PROTECTED MATERIAL Subject To Protective Order

It is agreed that this Policy/Cert. is h	rended as indicated by	X The state of the state	ر در در در در میرد در شور اینداد است. رفید پاستیدیوید و درید را باده
	N ADDITIONAL PREMIUM OF RETURN PREMIUM OF	S	_ ; _ ;
	OOD AND AGREED THAT TH	E	
IT IS HEREBY UNDERSTOOD	AND AGREED THAT THE		
☐ Instailment ☐ S ☐ Audit ☐ E ☐ Description of ☐ ☐ ☐ property covered ☐ ☐	Deposit premium neeption date ixpiration date ixpiration date imit of Liability days notice i) End. No. is cancelled ort rate
	MAY 1, 1984 TO MAY 1	<u>, 1985</u>	
REVENUES	RATE 1	PER \$1,000.00	PREMIUM
CONSTRUCTION DIV	TISION		
\$ 840,650,000).00 x	0.08 =	\$ 67,252.00
ENERGY DIVISION			
\$ 466,007,000	.00 x	0.103 =	\$ 47,998.72
	TOTAL	L REVENUES =	\$115,250.72
	MINIMUM 1	DEPOSIT PREMIUM =	\$125,000.00
	MINIMUM AND DEPOSIT	PREMIUM APPLIES	
All other terms and conditions rema	in unchanged. Effective da	te of this endorsement is: <u>MA</u>	(1, 1985
Attached to and forming part of Pol	icy/Cert. No. <u>618h_43h5</u>		
issued to: DILLINGHAM CORPO	RATION, ET AL	GRANITE STATE INS	Y AND INDEMNITY COMPANY TURANCE CO.
		C. V. STARR & CO. Underwriting Managers	:
Dated: OCTOBER 30, 1985		By Jud	man
23)78 (3/83)	ENDORSEMENT NO.	<u> </u>	

PROTECTED MATERIAL Subject To Protective Order

H/O COPY

Josef ad Regalis of California, inc. / 601 CHALLORITA STREET SAT FRANCISCO, CALIFORNIA 94108 RENEWS GRANTE INSURANCE COMPANY □ NEW HAMPSHIRE INSURANCE COMPANY MANCHESTER, NEW HAMPSHIRE C. V. STARR & CO. UNDERWRITING MANAGERS LOS ANGELES CHICAGO SAN FRANCISCO SEATTLE DECLARATIONS DILLIEGRAN CORPORATION, EP AL Assured: (AS PER ENDOESWIRTS NO.1) Address: 1990 M. CALIFORFIA DRIVE. SUITE 930 VALMUT CREEK. CALIFORNIA 94596-3789 MAY 1, 1984 TO MAX 1, 1985 2. Policy Period: From both days at 12:01 A.M. (Standard Time) at the location(s) of the risk(s) insured and in accord with the terms and conditions of the form(s) attached. \$25,000,000. PXE OCCUBRENCE AND ACCRECATE AS APPLICABLY EXCESS OF UNDERLYING Amount: CONTENTA CERUBIA INSTANTOS EXCESS MULTILIABILITY TISURANCE 4. Coverage: s 873,750.00 5. Premium: A) Provisional or deposit premium s 873,750.00 256 Jan. 7 8) Minimum Premium **FLAT** C) Basis of Adjustment (Rate) HOEZ D) Audit Period Assignment of this Policy shall not be valid except with the written consent of this Company.

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such other provisions, stipulations, and agreements as may be added hereto, as provided in this Policy.

Unless otherwise provided herein, this Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Policy to the Company. This Policy may also be cancelled, with or without the return or tender of the unearned premium, by the Company or by the Underwriting Managers in its behalf, by delivering to the Assured or by sending to the Assured by regular mail, at the Assured's address as shown herein, not less than 30 days written notice stating when the cancellation shall be effective, and in such case insurers shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon in the event of cancellation either by Insurers or Assured.

Not withstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is understood and agreed that whenever an additional or return premium of \$10,00 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be,

In Witness Whereof, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.

DIVE DESICE CODY

Therion E. Japan Sairelans

C. V. STARR & CO

Countersigned JUNE 7, 1984 GJY/19

By_____ GSIC 002351

President

POLICY OF INSURANCE

61844321 of THE GRANITE STATE

INSURANCE COMPANY

(C.V. STARR & CO.) herein referred

to as UNDERVRITERS

POLICY NO.
ASSURED:

DILLINGHAM, ET AL

INTEREST INSURED:

FIRST LAYER SINGLE LIMIT

EXCESS LIABILITIES

AMOUNT INSURED HEREIN:

\$25,000,000. EXCESS OF

UNDERLYINGS

ATTACHMENT DATE:

MAY 1, 1984

JOHNSON & HIGGINS

INSURANCE BROKERS . AVERAGE ADJUSTERS EMPLOYED BENEFIT PLAN CONSULTANTS

> INTERNATIONAL SUILDING SOI CALIFORNIA STREET SAN FRANCISCO, CALIFORNIA 94108

> > TEL. 981-4706 AREA CODE 415

Form 3465A-5M-2-73

GSIC 002352

EXCESS MULTILIABILITY INSURANCE POLICY

DECLARATIONS

ITEM 1: (a) Named Assured: Dillingham, as attached per Endorsement No. 1.

(b) Address of Named Assured:

1990 N. California Boulevard, Suite 930 Walnut Creek, CA 94596-3789

ITEM 2: Limit of Liability - as Insuring Agreement No. 2

(a) Limits per each occurrence: \$25,000,000.

(b) Limit in the aggregate each annual period \$25,000,000. where applicable

ITEM 3: Policy Period: May 1, 1984 - May 1, 1985

ITEM 4: Notice of Occurrence (Condition B) to:

Johnson & Higgins 601 California Street San Francisco, CA 94108

ITEM 5: Currency (Condition L) - United States

ITEM 6: Payment of Premium - As agreed

ITEM 7: Service of Process (Condition N) upon: .as necessary

CERTIFICATE OF INSURANCE

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies listed below.

Certificate Issued To:

Insured:

Port of Bellingham P.O. Box 1737 Bellingham, WA 98227 Foss Launch & Tug Co. 660 West Ewing St. Seattle, WA 98119-1587

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Type of Insurance	Company	Policy Number	Term	Limit of Liability
Excess Liability	Granite State Ins. Co.	61844321	May 1, 1984 to May 1, 1985	\$ 500,000. Each occurrence Excess of Underlying

Description of Operations/Locations/Vehicles:

Should the above mentioned policies be cancelled or materially changed during the above named period in such marmer as to affect this Certificate, the underwriters will intend to give _____ days' written notice to the Certificate Holder.

Port of Bellingham is named as additional insured.

The above insurance arranged through: Johnson & Higgins of California 601 California Street

San Francisco, CA 94108

Authorized Representative

April 24, 1984

Date Issued

Johnson Higgins

EXCESS MULTILIABILITY INSURANCE POLICY

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof.

1. COVERAGE:

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to pay on behalf of the Assured all sums which the Assured shall be obligated to pay by reason of:

A. Liability imposed upon the Assured by law;

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B. Liability assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential and expenses, all as more fully defined by the term "ultimate net loss" on account of:

- Personal Injuries, including death at any time resulting therefrom;
- (ii) Property Damage;
- (iii) Advertising Liability;

and including

- C. 1. All Protection and Indemnity risks of whatsoever nature including, but not limited to, those covered by the Underlying Protection and Indemnity Insurances or which are absolutely or conditionally undertaken by the London group of mutual Protection and Indemnity clubs,
 - General Average, Collision Liabilities, Tower's Liabilities, Ship Repairer's Liabilities, Salvage, Salvage Charges and Sue and Labor arising from any cause whatsoever and also other Marine Liabilities.

caused by or arising out of each occurrence happening anywhere.

2. LIMITS OF LIABILITY:

Underwriters hereon shall only be liable for the Ultimate Net Loss in excess of:

-1-

- (i) the limits of the underlying insurances or Self-Insured Retentions as set out in the attached schedule in respect of each occurrence covered by said underlying insurances or self-insured (with respect to General Average, Salvage, Salvage Charges, Sue and Labor expenses, Collision Liabilities, Tower's Liabilities, Ship Repairer's Liabilities, and Protection and Indemnity, the sum(s) of said expenses and liabilities actually insured under the underlying policies shall be deemed the amount(s) of the Limit(s) of said underlying policies), and
- (ii) \$100,000 ultimate net loss in respect of that portion of ultimate net loss resulting from each occurrence not covered or not fully covered by underlying insurances,

(hereinafter called the "underlying limits")

and then only up to a further sum as stated in Item 2(a) of the Declarations in all in respect of each occurrence, subject to a limit as stated in Item 2(b) of the Declarations in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy shall:

- in the event of reduction, pay the excess of the reduced underlying limit;
- (2) in the event of exhaustion, continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Assured shall not operate to increase Underwriters' limits of liability beyond those set forth in the Declarations.

(iii) In the event that the limits of liability of any underlying policy are expressed in a currency other than U.S. dollars, the limits of this policy shall apply as excess limits immediately over any such underlying limits, without interruption for differences in exchange rates or translation of foreign currencies.

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS

1. ASSURED:

The unqualified word "Assured", wherever used in this Policy, includes:

(a) The Named Assured and, if the Named Assured includes a partnership or joint venture, the partnership or joint venture and any partner or member thereof, but only with respect to his liability as such:

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- (b) any officer, director, board advisor, stockholder or partner of the Named Assured, while acting on behalf of the Named Assured or with respect to his liability as such and at the sole option of the Named Assured, any organization or proprietor with respect to real estate management for the Named Assured;
- (c) For non-business activities, including liability assumed under contract or agreement in connection therewith, any officer of the Named Assured, and, while residing in his home, any person related thereto by blood, marriage or adoption. Non-business activities include, but are not limited to, farms, apartments and dwellings rented to others, personal office or studio premises, automobiles, watercraft, and activities as an officer, trustee or director of a not-for-profit corporation or association. As respects insurance extended by this sub-paragraph 1(c), the limit stated in Item 2(a) of the declarations is reduced to \$10,000,000 and the retention set forth in Paragraph 2(ii) on Page 2 of this policy is amended to \$1,300,000, insured or self-insured. The coverage provided under this clause 1.(c) shall be limited to the policy issued by Granite State Insurance Company.
- (d) corporate officers acting in volunteer capacities with outside organizations, provided that these activities are conducted with the support and/or encouragement of the Named Assured.
- (e) if the Named Assured requests in writing upon a claim being made, (i) any employee of the Named Assured, while acting on behalf of the Named Assured and (ii) any doctor, nurse or first-aid attendant, while acting within the scope of his employment or contract with the Named Assured with respect to error or omission in rendering or failing to render professional service;
- (f) any additional Assured (not being the Named Assured under this policy) included in the Underlying insurances, but not for broader coverage than is available to such additional Assured under any Underlying Insurance.
- (g) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this subdivision (g), with respect to any person or organization other than the Named Assured shall not apply:
 - (i) to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof:
 - (ii) to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair

organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of any of the aforementioned;

- (iii) with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner;
- (iv) to any person, other than an employee of the Named Assured, with respect to Bodily Injury or Property Damage arising out of the loading or unloading of any automobile.

This subdivision (g) shall not apply if it restricts the insurance granted under subdivision (c), (d), (e), and (f) above.

2. OCCURRENCE:

The term "Occurrence", wherever used herein, shall mean an accident or a happening or an event, or an error or an omission, or a continuous or repeated exposure to conditions which result in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions, existing at or emanating from one premises location, shall be deemed one occurrence. All such personal injury and/or property damage arising out of one batch or lot of goods or products prepared or acquired by the Named Assured or by another trading under that name shall be deemed as arising out of one occurrence.

3. ULTIMATE NET LOSS:

The term "Ultimate Net Loss" shall mean the total sum which the Assured or his Underlying Assurers as scheduled, or both, becomes obligated to pay by reason of matters set out in Insuring Agreement 1, including judgments and settlements and shall include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons and for litigation, settlement, adjustment, and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding, however, the salaries of the Assured's permanent employees and general office overheads.

4. AUTOMOBILE:

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

5. AIRCRAPT:

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

6. PRODUCTS LIABILITY:

The term "Products Liability" shall mean:

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Assured or by others trading under his name (hereinafter called "the Assured's Products") if the occurrence occurs after possession of such goods or products has been relinquished to others by the Assured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Assured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property other than such container, rented to or located for use of others but not sold;
- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented, or controlled by the Assured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph;
 - (i) pick-up or delivery, except from or onto a railroad car:
 - (ii) the maintenance of vehicles owned or used by or on behalf of the Assured:
 - (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

7. ANNUAL PERIOD:

The term "Annual Period" shall mean a period of one year commencing from the inception date of this policy.

8. PERSONAL INJURIES

Personal Injuries, wherever used herein shall mean, but not be limited to:

- (a) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury;
- (b) false arrest, false imprisonment, wrongful eviction, wrongful detention, wrongful termination, malicious prosecution, harassment or humiliation;
- (c) libel, slander, defamation of character or invasion of rights of privacy, unless arising out of the advertising activities;
- (d) discrimination:

- (e) assault and battery (i) not committed by or at the direction of the Named Assured, (ii) committed for the purpose of protecting persons or property and
- (f) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury arising out of error or omission in the rendering or failing to render professional service in the Assured's capacity as a doctor, nurse or first aid attendant.

9. PROPERTY DAMAGE

The term "Property Damage", wherever used shall mean but not be limited to, loss of, injury to or destruction of tangible and intangible property, including the loss of use thereof at any time resulting therefrom, including loss of use of tangible property which has not been physically injured.

10. ADVERTISING LIABILITY

The term "Advertising Liability", wherever used herein shall mean but not be limited to:

- (a) libel, slander or defamation;
- (b) any infringement of copyright or of title or of slogan;
- (e) piracy or unfair competition or idea misapropriation under an implied contract;
- (d) any invasion of right of privacy

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities.

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS

This policy shall not apply:

- A. In respect to operations in the United States of America to claims arising under the Employee Retirement Income Security Act.
- B. With respect to advertising activities, to claims made against the Assured for:
 - (1) failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
 - (2) infringement of registered trade marks, service mark or trade names by use thereof as the registered trade mark, service mark, or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

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- (3) incorrect description of any article or commodity;
- (4) mistake in advertised price.
- C. (1) To loss, damage, or liability directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts or foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of, or damage to property, by or under the order of any government or public or local authority;
 - (2) Nevertheless, this exclusion shall not apply except as provided in (3) below, to liabilities:
 - (a) arising in connection with vessels owned, chartered, hired or otherwise used by the Assured;
 - (b) arising out of property of any kind in transit by land, water or air during such period as would be covered for full War Risks under an insurance covering physical loss of or damage to cargo subject to the institute War Clauses relevant to the particular form of transit;
 - (e) arising out of any waterborne operations;
 - (d) to seamen or under Workers Compensation Statutes;
 - (e) for death of or bodily injury to persons.
 - (3) Nothwithstanding the provisions of (2) above, the clause set out in (1) above shall apply to the liabilities set out in (2) above:
 - (a) unless sooner applied under the provisions of (b), (c) or (d), automatically upon and simultaneously with the occurrence of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur, whether or not the insured vessel(s) may be involved, and this insurance excludes loss damage or expense arising from such occurrence;
 - (b) unless sooner applied under the provisions of (a), (c) or (d) automatically upon and simultaneously with the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United States of America, United Kingdom, France, the Union of Soviet Socialist Republics, the People's Republic of China:

- (e) at any time at the Assured's request, or by Underwriters giving 14 days' written notice to the Assured, but in no event shall such notice affect or postpone the operation of the provisions of (a), (b) or (d). Written or telegraphic notice sent to the Assured at his (its) last known address shall constituite a complete notice and such notice mailed or telegraphed to the said Assured, care of the broker who negotiated this insurance, shall have the same affect as if sent to the said Assured direct. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of the operation of the clause set out in (i) above shall be 14 days from midnight of the day on which such notice was mailed or telegraphed as aforesaid. Underwriters agree, however, that the clause set out in (i) above shall not apply subject to agreement between Underwriters and the Assured prior to the aforesaid effective date and hour as to an additional premium and/or new conditions and/or warranties:
- (d) unless sooner terminated under the provisions of (a), (b) or (c), automatically in respect of an insured vessel if and when such vessel is requisitioned, either for title or use, by the Government of the United States or of the country in which the vessel is owned or registered or of the country in which any such right of requisition is vested:

If, subsequent to the agreement of an additional premium as provided by paragraph (c) above, either the Assured or Underwriters again elect to exercise the option provided therein or paragraphs (a), (b) or (d) become operative, pro rata net return of the additional premium paid shall be refunded to the Assured. Such return premium will be paid on demand or as soon as thereafter practicable to do so.

- D. To injury, sickness, disease, death or destruction:
 - With respect to which an Assured under the policy is also an Assured under a nuclear energy limbility policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would

be an Assured under any such policy but for its termination upon exhaustion of its limit of liability, or

- 2. Resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Assured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization, or
- 3. Resulting from the hazardous properties of nuclear material, if (1) the nuclear material is at any nuclear facility owned by, or operated by or on behalf of, an Assured or has been discharged or dispersed therefrom; (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Assured; or (3) the injury, sickness, disease, death or destruction arises out of the furnishing by an Assured of service, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility.
- E. Except to the extent that coverage is afforded to the Assured in the underlying insurances, this policy shall not apply to liability for the emission, discharge, dispersal, disposal, seepage, release or escape of any liquid, solid gaseous or thermal irritant, contaminant or pollutant into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

THIS POLICY IS SUBJECT TO THE POLLOWING CONDITIONS

A. CROSS LIABILITY:

This policy shall cover each Assured against whom a claim is made, or may be made, in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase the Underwriter's limit of liability as set forth in Insuring Agreement 2.

B. MOTICE OF OCCURRENCE:

In the event of an occurrence, claim or suit notice shall be given to Underwriters or their agents as soon as practicable after Dillingham Corporation Risk Management becomes aware of such occurrence, claim or suit.

Provided, however, that failure to give notice of any occurrence which, at the time of its happening, would not, in the opinion of Corporate Risk Management, appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

C. ASSISTANCE AND COOPERATION:

The Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured but the Underwriters shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve Underwriters, in which event the Assured and Underwriters shall cooperate in all things in the defense of each claim, suit, or proceeding.

D. APPEALS:

In the event the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, Underwriters may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of Underwriters for ultimate net loss exceed the amount set forth in Insuring Agreement 2 for any one occurrence and in addition the cost and expense of such appeal.

E. BROAD AS PRIMARY:

It is understood and agreed that in the event of loss for which the Assured has coverage under the underlying insurance set out in the schedule of underlying insurances, the excess of which would be recoverable hereunder except for terms and conditions of this policy which are not consistent with the underlying, then notwithstanding anything contained herein to the contrary, this policy shall be amended to follow the terms and conditions of the applicable underlying insurance in respect of such loss. The foregoing shall not, however, apply to the Nuclear Energy Liability.

F. BANKRUPTCY AND INSOLVENCY:

In the event of the bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Underwriters shall not be relieved thereby of the payment of any elaims hereunder because of such bankruptcy or insolvency.

G. OTHER INSURANCE:

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is specifically stated to be excess of this policy, the insurance afforded by this policy

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shall be in excess of and shall not contribute with such other insurance. Nothing in this Condition G shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

H. **SUBROGATION**:

In the event of any payment under this policy, the Underwriters shall be subrogated to all of the Assured's rights of recovery therefore against any person or organization and the Assured shall execute and deliver all necessary instruments and papers, provided that, notwithstanding anything contained in this condition, the Underwriters agree to waive all rights against any party included as an Assured hereunder or released by agreement and this insurance shall not be prejudiced if the Assured be unable, by reason of any such agreement prior to loss to subrogate to Underwriters the rights of recovery against any party.

Inasmuch as this policy is "excess coverage", the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; Underwriters are then to be reimbursed out of any balance remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned among the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

I. CHANGES:

Notice to, or knowledge possessed by, any person shall not effect a waiver or change in any part of this policy or stop Underwriters from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Underwriters.

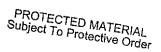
J. ASSIGNMENT:

Assignment of interest under this policy shall not bind Underwriters unless and until their consent is endorsed hereon.

K. CANCELLATION:

This policy may be cancelled by the Named Assured at any time. The underwriters may cancel for non-payment of premium by providing ten (10) days' written advance notice thereof. Further, this policy may be cancelled by underwriters by mailing, to Named Assured's Corporate Risk Manager, 1990 N. California Boulevard, Suite 930, Walnut Creek, CA 94596-3789, written notice stating when not less than ninety (90)

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days' thereafter such cancellation shall be effective. The written notice shall be sent by U.S. Registered Mail. Earned premium and return premium resulting therefrom shall be determined on a pro rata basis.

L CURRENCY:

The premiums and losses under this policy are payable in United States currency.

M. CONFLICTING STATUTES:

In the event that any provision of this policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute then this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute.

N. SERVICE OF SUIT CLAUSE:

It is agreed that, in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 7 and that in any suit instituted against any one of them upon this policy, Underwriter will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 7 is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this policy of insurance and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

O. MAINTENANCE OF UNDERLYING INSURANCES:

It is a condition of this policy that the policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period

without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurences occurring during the terms thereof. Failure of the Named Assured to comply with the foregoing shall not invalidate this policy but, in the event of such failure, the Underwriters shall only be liable to the same extent as they would have been had the Named Assured complied with the said condition.

In the event of an underlying war risks insurance being cancelled by the Underwriters under the terms of the cancellation clause therein, such cancellation shall not constitute a breach of the preceeding paragraph, but Underwriters will be liable hereunder only to the same extent as they would have been had that underlying war risk insurance not been cancelled. Nothing in the foregoing sentence shall be deemed to effect the application of Exclusion C hereunder.

P. ERRORS IN DESCRIPTION OR OMISSION IN SCHEDULING UNDERLYING INSURANCE(S):

Any error or unintentional omission, whether on the part of Underwriters or the Assured, in listing any underlying policy or in the description of any underlying policy shall not invalidate the insurance afforded under this policy which shall cover in the same way as though all underlying policies had been properly listed and described.

Q. CONTRACT OF ADHESION:

The language of this policy is the language of the company.

GSIC 002367

PROTECTED MATERIAL Subject To Protective Order

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ENDORSEMENT NO. 1

It is hereby understood and agreed that the Named Assured is completed to read as follows:

Dillingham Holdings, Inc., Dillingham Corporation, their subsidiaries, associated, affiliated or interrelated companies, partnerships, sponsored joint ventures, and any interest of Dillingham only in nonsponsored joint ventures, and any company or organization coming under the interest or control or active management of any of them, and any entity or party required to be insured under any contract or agreement or which it may agree to insure, as now existing, previously existing or hereafter acquired.

Attached to and forming a part of policy No. 61844321 of the Granite State Insurance Company (C.V. Starr & Co.) effectivive May 1, 1984.

ENDORSEMENT NO. 2

Insuring Agreement

Underwriters will pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay as damages by reason of an act, error or omission for which the Assured may be held legally liable, provided always that:

- A. claim is first made against the Assured after the effective date of the policy to which this endorsement is attached, and prior to its cancellation date, by reason of such act, error or omission and,
- B. the Assured's legal liability arises out of the performance of, or failure to perform, professional services, and
- C. Dillingham Corporate Risk Manager, 1990 N. California Blvd., Suite 930, Walnut Creek, CA., had no knowledge of such act, error or omission as of the effective date of this coverage.

II. Limits of Liability

The liability of Underwriters shall not exceed \$ (as stated in Item 2(A) of the declarations) ultimate net loss for each single claim made and, subject to that limit for each single claim made, \$ (as per Item (b) declarations) ultimate net loss for all claims first made during each annual period excess of \$500,000 ultimate net loss any one claim made self-insured and/or underlying insurances.

The inclusion herein of more than one Assured shall not operate to increase the limit of Underwriter's liability or Assured's primary obligation for each single claim made and in the aggregate.

III. Exclusions

The insuring agreements and all provisions of this endorsement shall not apply to:

- A. bodily injury, sickness, death or disease to any employee of the Assured arising out of and in the course of his employment by the Assured or any obligation for which the Assured or any carrier as his insurer may be liable, under any workers' compensation, unemployment compensation, employer's liability, disability benefits law or any similar law, but this exclusion shall not apply to any contractual obligations assumed by the Assured;
- B. the insolvency or bankruptcy of the Assured or any other person, firm or organization;
- C. the advising of, requiring of, maintaining of, or failure to advise, or require or maintain any form of insurance, suretyship or bond for the Assured, any joint venture partner, subcontractor or project owner or owners provided the Assured has advised or agreed or is required to obtain, advise or maintain any such insurance, suretyship or bond for any particular construction project, joint venture or partnership.
- D. the ownership, maintenance, operation or use, including loading and unloading, by or on behalf of the Assured, of watercraft, automobiles, motor vehicles, aircraft or mobile vehicles of any kind;

GSIC 002369

- E. Express warrar, 's or guarantees that pertain the estimates or probable construction cosmor cost estimates being exceeded.
- F. any claims which are covered under any other coverage of the policy to which this endorsement is attached;
- G. any dishonest, fraudulent, criminal, malicious or knowingly wrongful acts, errors or omissions committed by or at the direction of the Named Assured.

IV. DEFINITIONS

- A. "Assured" means the Named Assured so designated in the declarations, any present and former partner, director, officer, employee or agent of the Named Assured while acting in the course of his duties for the Named Assured;
- B. "claim" means a demand for money or services, including the service of suit or institution of arbitration proceedings against the Assured;
- C. "single claim" means two or more claims arising out of one or a series of acts, errors or omissions of a similar type;
- D. "ultimate net loss" means the total sum which the Assured or his underlying insurers as scheduled, or both, becomes obligated to pay by reason of matters set out in Insuring Agreement I, including judgements and settlements and shall include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premium on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons and for litigation, settlement, adjustment, and investigation of claims and suits which are paid as a consequence of any claim covered hereunder, excluding however, the salaries of the Assured's permanent employees and general office overhead.

V. Conditions

The conditions of the policy to which this endorsement is attached apply to the insurance afforded hereby and the following additional conditions also apply:

Discovery Clause

If during the period of the policy to which this endorsement is attached, the Assured becomes aware of any circumstances which may subsequently give rise to a claim against the Assured by reasons of an act, error or omission for which coverage would be afforded hereunder, and during the policy period gives written notice to the underwriters of such circumstances, then any claim that may subsequently be made against the Assured arising out of such circumstances shall be deemed for the purposes of this insurance to have been made during the policy period.

Settlement

No claim covered under this endorsement shall be settled without the consent of the Assured.

Attached to and forming a part of policy No. \$1844321 of The Granite State Insurance Company (C.V. Starr & Co.) effective May 1, 1984.

GSIC 002370

ENDORSEMENT NO:

SCHOOLS FROM THE CONTRACT HE GENERAL SERVICE TO MILLIAM COMMONSTRUCT BY GROUPS STATE INSTRUCT COMMON ("MANUFACTOR COMMITS STATE").

CHANGES STATE COMMENTS TO THE AMERICANTERS BY DEL THAT (PORTURE DELL'INCIMA COMPONENTIAN) OF 178 IMPRIME? UNDER THIS POLICY FOR ALL OWNERABLES LIMITATING A PATURE LIMITATION OF REL THERT, AS SELF-INVENER OF MORRIES COMMUNICAL ME IN THE STATE OF EMBLI AND CHROCK MAD AS SELF-INVENER OF V.S.L.AS. LIMITATION INCOME AS COMMUNICAL MEDICAL WICES THES POLICY, TO THE SECRET INVENERS COMMUNICAL ACCORDANCE WITH THE ASSESSMENT MORRISHMENT RECORDER SEL TRUST AND SHEEDS DOWNARDS CORNEY.

All other terms and conditions remain unchanged

Effective date of this endorsement is:

HER 1, 1904

Attached to and forming part of No.

issued to:

Man Conformation, in al.

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

C.V. STARR & CO. **Underwriting Managers**

Dated:

LPRES. 13, 1903

Ву.

42775 8/86

S.L.A.

GSIC 002371

11th	IN WITNESS WHEREOF, the Subscribers hereunder each severally, but not jointly, and not off the part of the others have caused this policy to be signed by a duly authorized officer, attorney or other or any of the others have caused this policy to be signed by a duly authorized officer, attorney or the others have caused this policy to be signed by a duly authorized officer, attorney or other or any of the others have caused this policy to be signed by a duly authorized officer, attorney or other or any of the others have caused this policy to be signed by a duly authorized officer, attorney or other or any of the others have caused this policy to be signed by a duly authorized officer, attorney or other or any of the others have caused this policy to be signed by a duly authorized officer, attorney or other or any of the others have caused this policy to be signed by a duly authorized officer, attorney or other or any of the others have caused this policy to be signed by a duly authorized officer, attorney or other or any of the others have caused this policy to be signed by a duly authorized officer, attorney or other						
SUBSCRIBER	AMOUNT INSURED	RATE	PREMIUM	AUTHORIZED SIGNATURE FOR SUBSCRIBER			
ANITE STATE INSURANCE MPANY (C.V. Starr & Co.)	\$23,000,000.	As Agreed	\$835,000.	Dine			
				-			
			i				
	-						
·							

JOHNSON & HIGGINS MARINE DEPARTMENT J&H-JP Foom 2

PROTECTED MATERIAL Subject To Protective Order

BROKER JCHRSON & EIGGINS OF CALL 6)1 CALIFORNIA STREET SAN FRANCISCO, CALIFORNIA SALLI ATTENTION: MR. MIKE O BRIEN Members Of

1-3185

KIND

POOL



EGRANITE STATE INSURANCE COMPANY □ New Hampshire insurance company

CODE NO.

C. V. STARR & CO.

UNDERWRITING MANAGERS

SAN FRANCISCO SEATTLE LOS ANGELES PORTLAND CHICAGO

		UMBRELLA LIABIL DECLARAT				
Renews_	6184-4321	Policy	Number	6185 - 2236		
	Named Assured: Address of Named Assure	DILLINGHAM CORPORA (AS FER ENDORSEMENT Ed: 1990 N. CALIFORNIA WALBUT CREEK, CALI	NT NO.1)	30		
	claration page, with policy e numbered Umbrella Lisb		ents, if any, issued to fo	rm a part thereof, completes		
TEM 2	Policy Period: From (12:01) A.M. Standard T	HAY 1, 1955 Time at the Address of the	• -	r 1, 1 986 bove.		
тем з	Limit of Liability - as Insuring Agreement II.					
	(a) Limit in all in respect	of each occurrence	\$10,000,000.			
	(b) Limit in the aggregate period where applical		\$10,000,000.			
	(c) Self Insured Retention	n	\$ 100,000.	. •		
TEM 4	Notice of Occurrence (Co	ondition G) to: C.V. Starr		ero Center, Suite 108 - California 94111		
TEM 5	Currency (Condition Q):	U.S. Dollars	California 94111			
ТЕМ 6	Payment of Premium (Co	ondition Q) to: C.V. Starr		cro Center, Suite 108 California 94111		
ITEM 7	Premium Computation: Rating Basis	Estimated Exposure	Estimated Premium	Rate FLAT		
	Deposit Premium \$2,305,000.	Minimum Premium \$2,305,000.	Audit Period			
				GSIC 002373		
	AUGUST 7, 1905 CC)			/		
VS 1136	PROTECTED MAT	ERIAL HOME OFF.		i		

Subject To Protective Order

COPY

POLICY OF INSURANCE

61852236 of THE GRANITE

STATE INSURANCE COMPANY

POLICY NO. J&H - JP - S.F.

(C.V. STARR & CO.) herein referred to as Underwriters

ASSURED:

DILLINGHAM, ET AL

INTEREST INSURED:

FIRST LAYER SINGLE LIMIT

EXCESS LIABILITIES

AMOUNT INSURED HEREIN:

\$10,000,000. EXCESS OF

UNDERLYINGS

ATTACHMENT DATE:

MAY 1, 1985

Johnson & Higgins

INSURANCE BROKERS + AVERAGE ADJUSTERS EMPLOYEE DENEFIT PLAN CONSULTANTS

INTERNATIONAL BUILDING 601 Caliponnia Street SAN FRANCISCO, CALIFORNIA 94108

TEL. 981-6700 AREA CODE 415

GSIC 002374

Form 3465A-5M-2-73

CERTIFICATE OF INSURANCE

This Cartificate is issued as a matter of information only and confers no rights upon the Cartificate Holder. This Cartificate does not amend, extend or alter the coverage afforded by the policies listed below.

Certificate Issued To:

Insured:

PIUM CREEK TIMBER COMPANY, INC. First Interstate Center Suite 2000

FOSS LAUNCH AND TUG COMPANY 660 West Ewing Seattle, WA 98119

999 Third Avenue Seattle, WA 98104

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Not of Insurance	Company	Policy Number	Term	Limit of Liability
Excess Liability	Granite State Ins. Co.	61852236		\$4,000,000 Each occurrence Excess of Underlying \$1,000,000 Primary

Description of Operations/Locations/Vehicles:

Suitable Foss Tug(s) as agreed to perform towage of logs in the Puget Sound area to ship or to safe storage in Everett or Tacoma, Washington, as per Contract No. 759-2.85-0010 from Jan. 15, 1985 to Dec. 31, 1985. Should the above mentioned policies be cancelled or materially changed during the above named period in such manner as to affect this Certificate, the underwriters will intend to give 30 days' written notice to the Certificate Holder.

Additional Insured: Each of the foregoing policies include the following as an Additional Assured and Underwriters are without right of subrogation against them:

Plum Creek Timber Company, Inc. and Burlington Northern Railroad Company

The above insurance arranged through: Johnson & Higgins of California 601 California Street San Francisco, CA 94108

GSIC 002375

. Authorized Representative

<u>September 19, 1985</u>
Date Issued

_Johnson@Higgins

Named Assured:

DILLINGHAM, ET AL

Class of insurance:

First Layer Single Limit Excess Liabilities

Insurance Company

Granite State Insurance Co. (C.V. Starr)

Confirmation No SF 85H19

Term 1 year

Expiration

5/1/86

Limits or Values:

\$10,000,000 each occurrence excess of underlying insurances or

Rates

Premium \$2,305,000

installments

Annual -

Coverage Resume:

Pirst Layer Single Limit Excess Liabilities policy provides liability coverage excess of the scheduled underlying insurance or \$100,000 if not covered by such insurances.

Including coverage for pollution excess of marine underlyings only.

Including Errors & Omissions coverage as per Endorsement No. 2.

AUG 0 9 1985

Remarks:

Notify Johnson & Higgins immediately of any accident involving Personal Injury or Property Damage. Please call us or refer to Policy for full scope of coverage.

Date August 6, 1985

Page No. 1

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PROTECTED MATERIAL Subject To Protective Order

JOHNSON & HIGGINS

EXCESS MULTILIABILITY INSURANCE POLICY DECLARATIONS

TTEM 1:

(a) Named Assured: Dillingham, as attached per Endorsement No. 1.

(b) Address of Named Assured:

1990 N. California Boulevard, Suite 930 Walnut Creek, CA 94596-3789

ITEM 2:

Limit of Liability - as Insuring Agreement No. 2

(a) Limits per each occurrence:

\$10,000,000.

(b) Limit in the aggregate each annual period where applicable:

\$10,000,000.

ITEM 3:

Policy Period: May 1, 1985 - May 1, 1986

ITEM 4:

Notice of Occurrence (Condition B) to:

Johnson & Higgins 601 California Street San Francisco, CA 94108

FTEM 5:

Currency (Condition L) - United States

ITEM 6:

Payment of Premium - As agreed

TTEM 7:

Service of Process (Condition N) upon: as necessary

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EXCESS MULTILIABILITY INSURANCE POLICY

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof.

1. COVERAGE:

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to pay on behalf of the Assured all sums which the Assured shall be obligated to pay by reason of:

A. Liability imposed upon the Assured by law;

OF

B. Liability assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages, direct or consequential and expenses, all as more fully defined by the term "ultimate net loss" on account of:

- (i) Personal Injuries, including death at any time resulting therefrom;
- (ii) Property Damage;
- (iii) Advertising Liability;

and including

- C. 1. All Protection and Indemnity risks of whatsoever nature including, but not limited to, those covered by the Underlying Protection and Indemnity Insurances or which are absolutely or conditionally undertaken by the London group of mutual Protection and Indemnity clubs,
 - General Average, Collision Liabilities, Tower's Liabilities, Ship Repairer's Liabilities, Salvage, Salvage Charges and Sue and Labor arising from any cause whatsoever and also other Marine Liabilities,

caused by or arising out of each occurrence happening anywhere in the world except Cuba, Albania, Bulgaria, Czechoslovakia, East Germany, Estonia, Hungary, Latvia, Lithuania, Poland, Rumania, Soviet Union, Yugoslavia, China, Tibet, North Vietnam, South Vietnam, Cambodia, North Koraa, Outer Mongolia, Laos and Rhodesia.

2. LIMITS OF LIABILITY:

Underwriters hereon shall only be liable for the Ultimate Net Loss in excess of:

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- the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances (with respect to General Average, Salvage, Salvage Charges, Sue and Labor expenses, Collision Liabilities, Tower's Liabilities, Ship Repairer's Liabilities, and Protection and Indemnity, the sum(s) of said expenses and liabilities actually insured under the underlying policies shall be deemed the amount(s) of the Limit(s) of said underlying policies), and
- \$100,000 ultimate net loss in respect of that portion of ultimate net loss resulting from each occurrence not covered by underlying insurances,

(hereinafter called the "underlying limits")

and then only up to a further sum as stated in Item 2(a) of the Declarations in all in respect of each occurrence, subject to a limit as stated in Item 2(b) of the Declarations in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy shall:

- in the event of reduction, pay the excess of the reduced underlying limit;
- (2) in the event of exhaustion, continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Assured shall not operate to increase Underwriters' limits of liability beyond those set forth in the Declarations.

(iii) In the event that the limits of liability of any underlying policy are expressed in a currency other than U.S. dollars, the limits of this policy shall apply as excess limits immediately over any such underlying limits, without interruption for differences in exchange rates or translation of foreign currencies.

THE POLICY IS SUBJECT TO THE POLLOWING DEFINITIONS

1. ASSURED:

The unqualified word "Assured", wherever used in this Policy, includes:

- (a) The Named Assured and, if the Named Assured includes a partnership or joint venture, the partnership or joint venture and any partner or member thereof, but only with respect to his liability as such;
- (b) any officer, director, board advisor, stockholder or partner of the Named Assured, while acting on behalf of the Named Assured or with respect to

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his liability as such and at the sole option of the Named Assured, any organization or proprietor with respect to real estate management for the Named Assured:

- (c) For non-business activities, including liability assumed under contract or agreement in connection therewith, any officer of the Named Assured, and, while residing in his home, any person related thereto by blood, marriage or adoption. Non-business activities include, but are not limited to, farms, apartments and dwellings rented to others, personal office or studio premises, automobiles, watercraft, and activities as an officer, trustee or director of a not-for-profit corporation or association. As respects insurance extended by this sub-paragraph 1(c), the limit stated in Item 2(a) of the declarations is \$10,000,000 per occurrence and \$25,000,000 annual aggregate and the retention set forth in Paragraph 2(ii) on Page 2 of this policy is amended to \$1,300,000, insured or self-insured. The coverage provided under this clause 1.(c) shall be limited to the policy issued by Granite State Insurance Company.
- (d) corporate officers acting in volunteer capacities with outside organizations, provided that these activities are conducted with the support and/or encouragement of the Named Assured.
- (e) if the Named Assured requests in writing upon a claim being made, (i) any employee of the Named Assured, while acting on behalf of the Named Assured and (ii) any doctor, nurse or first-aid attendant, while acting within the scope of his employment or contract with the Named Assured with respect to error or omission in rendering or failing to render professional service;
- (f) any additional Assured (not being the Named Assured under this policy) included in the Underlying Insurances, but not for broader coverage than is available to such additional Assured under any Underlying Insurance.
- (g) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this subdivision (g), with respect to any person or organization other than the Named Assured shall not apply:
 - (i) to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;
 - (ii) to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of any of the aforementioned;

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- (iii) with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner;
- (iv) to any person, other than an employee of the Named Assured, with respect to Bodily Injury or Property Damage arising out of the loading or unloading of any automobile.

This subdivision (g) shall not apply if it restricts the insurance granted under subdivision (e), (d), (e), and (f) above.

2. OCCURRENCE:

The term "Occurrence", wherever used herein, shall mean an accident or a happening or an event, or an error or an omission, or a continuous or repeated exposure to conditions which result in personal injury, property damage or advertising liability during the policy period, the results of which were unexpected or unintended from the standpoint of the Named Assured. All such exposure to substantially the same general conditions, existing at or emanating from one premises location, shall be deemed one occurrence. All such personal injury and/or property damage arising out of one batch or lot of goods or products prepared or acquired by the Named Assured or by another trading under that name shall be deemed as arising out of one occurrence.

3. ULTIMATE NET LOSS:

The term "Ultimate Net Loss" shall mean the total sum which the Assured or his Underlying Assurers as scheduled, or both, becomes obligated to pay by reason of matters set out in Insuring Agreement 1, including judgments and settlements and shall include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons and for litigation, settlement, adjustment, and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding, however, the salaries of the Assured's permanent employees and general office overheads.

4. AUTOMOBILE:

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

5. AIRCRAFT:

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

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6. PRODUCTS LIABILITY:

The term "Products Liability" shall mean:

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Assured or by others trading under his name (hereinafter called "the Assured's Products") if the occurrence occurs after possession of such goods or products has been relinquished to others by the Assured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Assured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property other than such container, rented to or located for use of others but not sold;
- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented, or controlled by the Assured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph;
 - (i) pick-up or delivery, except from or onto a railroad car;
 - (ii) the maintenance of vehicles owned or used by or on behalf of the Assured;
 - (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

7. ANNUAL PERIOD:

The term "Annual Period" shall mean a period of one year commencing from the inception date of this policy.

8. PERSONAL INJURIES

Personal Injuries, wherever used herein shall mean, but not be limited to:

- (a) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury;
- (b) false arrest, false imprisonment, wrongful eviction, wrongful detention, wrongful termination, malicious prosecution, harassment or humiliation;
- (c) libel, slander, defamation of character or invasion of rights of privacy, unless arising out of the advertising activities;
- (d) discrmination, except as prohibited by law;

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- (e) assault and battery (i) not committed by or at the discretion of the Named Assured, (ii) committed for the purpose of protecting persons or property; and
- (f) bodily injury, sickness, disease, disability, shock, mental anguish and mental injury arising out of error or omission in the rendering or failing to render professional service in the Assured's capacity as a doctor, nurse or first aid attendant.

9. PROPERTY DAMAGE

The term "Property Damage", wherever used shall mean but not be limited to, loss of, injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom, including loss of use of tangible property which has not been physically injured.

10. ADVERTISING LIABILITY

The term "Advertising Liability", wherever used herein shall mean but not be limited to:

- (a) libel, slander or defamation:
- (b) any infringement of copyright or of title or of slogan;
- (e) piracy or unfair competition or idea misapropriation under an implied contract;
- (d) any invasion of right of privacy

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities.

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS

This policy shall not apply:

- A. In respect to operations in the United States of America to claims arising under the Employee Retirement Income Security Act.
- B. With respect to advertising activities, to claims made against the Assured for:
 - failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;

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- (2) infringement of registered trade marks, service mark or trade names by use thereof as the registered trade mark, service mark, or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
- (3) incorrect description of any article or commodity;
- (4) mistake in advertised price.
- C. (1) To loss, damage, or liability directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts or foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of, or damage to property, by or under the order of any government or public or local authority;
 - (2) Nevertheless, this exclusion shall not apply except as provided in (3) below, to liabilities:
 - (a) arising in connection with vessels owned, chartered, hired or otherwise used by the Assured;
 - (b) arising out of property of any kind in transit by land, water or air during such period as would be covered for full War Risks under an insurance covering physical loss of or damage to cargo subject to the Institute War Clauses relevant to the particular form of transit;
 - (c) arising out of any waterborne operations;
 - (d) to seamen or under Workers Compensation Statutes;
 - (e) for death of or bodily injury to persons.
 - (3) Notwithstanding the provisions of (2) above, the clause set out in (1) above shall apply to the liabilities set out in (2) above.
 - (a) unless sooner applied under the provisions of (b), (c) or (d), automatically upon and simultaneously with the occurrence of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur, whether or not the insured vessel(s) may be involved, and this insurance excludes loss damage or expense arising from such occurrence;
 - (b) unless sooner applied under the provisions of (a), (c) or (d) automatically upon and simultaneously with the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United States of America, United Kingdom, France, the Union of Soviet Socialist Republics, the People's Republic of China;

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- (c) at any time at the Assured's request, or by Underwriters giving 14 days' written notice to the Assured, but in no event shall such notice affect or postpone the operation of the provisions of (a), (b) or (d). Written or telegraphic notice sent to the Assured at his (its) last known address shall not constitute a complete notice and such notice mailed or telegraphed to the said Assured, care of the broker who negotiated this insurance, shall have the same affect as if sent to the said Assured direct. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of the operation of the clause set out in (i) above shall be 14 days from midnight of the day on which such notice was mailed or telegraphed as aforesaid. Underwriters agree, however, that the clause set out in (i) above shall not apply subject to agreement between Underwriters and the Assured prior to the aforesaid effective date and hour as to an additional premium and/or new conditions and/or warranties;
- (d) unless sooner terminated under the provisions of (a), (b) or (c), automatically in respect of an insured vessel if and when such vessel is requisitioned, either for title or use, by the Government of the United States or of the country in which the vessel is owned or registered or of the country in which any such right of requisition is vested;

If, subsequent to the agreement of an additional premium as provided by paragraph (c) above, either the Assured or Underwriters again elect to exercise the option provided therein or paragraphs (a), (b) or (d) become operative, pro rata net return of the additional premium paid shall be refunded to the Assured. Such return premium will be paid on demand or as soon as thereafter practicable to do so.

- D. To injury, sickness, disease, death or destruction:
 - With respect to which an Assured under the policy is also an Assured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Assured under any such policy but for its termination upon exhaustion of its limit of liability, or
 - 2. Resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Assured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization, or

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- 3. Resulting from the hazardous properties of nuclear material, if (1) the nuclear material is at any nuclear facility owned by, or operated by or on behalf of, an Assured or has been discharged or dispersed therefrom: (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Assured; or (3) the injury, sickness, disease, death or destruction arises out of the furnishing by an Assured of service, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such nuclear facility.
- Except to the extent that coverage is afforded to the Assured in the underlying Marine insurances, this policy shall not apply to liability for the emission, discharge, dispersal, disposal, seepage, release or escape of any liquid, solid gaseous or thermal irritant, contaminant or pollutant into or upon land, the atmosphere or any water course or body of water.
- F. Claims arising from ownership, use or operation of drilling rigs, drilling barges, drilling tenders, platforms, flow lines, gathering stations and/or pipe lines, but this exclusion shall not apply to:
 - (a) craft serving the foregoing such as crew, supply or utility boats, tenders or tugs.
 - (b) land based drilling rigs.
 - (e) construction or repair work for drilling rigs, drilling barges, drilling tenders, platforms, flow lines, gathering stations and/or pipe lines.

THIS POLICY IS SUBJECT TO THE POLLOWING CONDITIONS

A. CROSS LIABILITY:

This policy shall cover each Assured against whom a claim is made, or may be made, in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase the Underwriter's limit of liability as set forth in Insuring Agreement 2.

B. NOTICE OF OCCURRENCE:

In the event of an occurrence, claim or suit notice shall be given to Underwriters or their agents as soon as practicable after Dillingham Corporation Risk Management becomes aware of such occurrence, claim or suit.

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Provided, however, that failure to give notice of any occurrence which, at the time of its happening, would not, in the opinion of Corporate Risk Management, appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

C. ASSISTANCE AND COOPERATION:

The Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured but the Underwriters shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve Underwriters, in which event the Assured and Underwriters shall cooperate in all things in the defense of each claim, suit, or proceeding.

D. APPEALS:

In the event the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, Underwriters may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of Underwriters for ultimate net loss exceed the amount set forth in Insuring Agreement 2 for any one occurrence and in addition the cost and expense of such appeal.

E. BANKRUPTCY AND INSOLVENCY:

In the event of the bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Underwriters shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

F. OTHER INSURANCE:

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is specifically stated to be excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing in this Condition G shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

G. SUBROGATION:

In the event of any payment under this policy, the Underwriters shall be subrogated to all of the Assured's rights of recovery therefore against any person or organization and the Assured shall execute and deliver all necessary instruments and papers, provided that, notwithstanding anything contained in this condition, the Underwriters agree to waive all rights against any party included as an Assured hereunder or

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released by agreement and this insurance shall not be prejudiced if the Assured be unable, by reason of any such agreement prior to loss to subrogate to Underwriters the rights of recovery against any party.

Inasmuch as this policy is "excess coverage", the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; Underwriters are then to be reimbursed out of any balance remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned among the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

H. CHANGES:

Notice to, or knowledge possessed by, any person shall not effect a waiver or change in any part of this policy or stop Underwriters from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Underwriters.

I. ASSIGNMENT:

Assignment of interest under this policy shall not bind Underwriters unless and until their consent is endorsed hereon.

J. CANCELLATION:

This policy may be cancelled by the Named Assured at any time. The underwriters may cancel for non-payment of premium by providing ten (10) days' written advance notice thereof. Further, this policy may be cancelled by underwriters by mailing, to Named Assured's Corporate Risk Manager, 1990 N. California Boulevard, Suite 930, Walnut Creek, CA 94596-3789, written notice stating when not less than ninety (90) days' thereafter such cancellation shall be effective. The written notice shall be sent by U.S. Registered Mail. Earned premium and return premium resulting therefrom shall be determined on a pro rata basis.

K. CURRENCY:

The premiums and losses under this policy are payable in United States currency.

L. <u>CONFLICTING STATUTES:</u>

In the event that any provision of this policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute then

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this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute.

M. BERVICE OF SUIT CLAUSE:

It is agreed that, in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 7 and that in any suit instituted against any one of them upon this policy, Underwriter will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 7 is authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this policy of insurance and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

N. MAINTENANCE OF UNDERLYING INSURANCES:

It is a condition of this policy that the policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurences occurring during the terms thereof. Failure of the Named Assured to comply with the foregoing shall not invalidate this policy but, in the event of such failure, the Underwriters shall only be liable to the same extent as they would have been had the Named Assured complied with the said condition.

In the event of an underlying war risks insurance being cancelled by the Underwriters under the terms of the cancellation clause therein, such cancellation shall not constitute a breach of the preceeding paragraph, but Underwriters will be liable hereunder only to the same extent as they would have been had that underlying war risk insurance not been cancelled. Nothing in the foregoing sentence shall be deemed to effect the application of Exclusion C hereunder.

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O. ERRORS IN DESCRIPTION OR OMISSION IN SCHEDULING UNDERLYING INSURANCE(S):

Any error or unintentional omission, whether on the part of Underwriters or the Assured, in listing any underlying policy or in the description of any underlying policy shall not invalidate the insurance afforded under this policy which shall cover in the same way as though all underlying policies had been properly listed and described.

P. CONTRACT OF ADHESION:

The language of this policy is the language of the company.

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BINDER ISSUED BY

C.V. STARR & CO.

SAN FRANCISCO **SEATTLE** LOS ANGELES PORTLAND CHICAGO 6185-2236 Binder ._ THIS IS TO CERTIFY that the undersigned have procured insurance as hereinafter specified through GRANITE STATE INSURANCE COMPANY PREMIUM: $$5,000,000 \times U/L $1,680,000$ \$5,000,000 x Assured: DILLINGHAM CORPORATION ET AL \$5,000,000 400,000 NON MARINE \$2,080,000 100% \$10,000,000 \$225,000 MARINE Address: SAN FRANCISCO, CALIFORNIA THIS PREMIUM IS DUE AND PAYABLE WITHIN 30 DAYS FROM THE EFFECTIVE DATE Amounts or Limits \$ 5,000,000 EXCESS OF UNDERLYING 1007 OF COVERAGE OR 15 DAYS \$3,000,000 PART OF \$5,000,000 EXCESS \$5,000,000 FROM DATE OF INVOICE. \$10,000,000 EXCESS UNDERLYING MARINE LIABILITY 100% Coverage: BUMBERSHOOT LIABILITY SUBJECT: PLACEMENT OF REMAINING \$2,000,000 IN \$5,000,000 X \$5,000,000 UNDERLYING BEING INCREASED TO: \$1,000,000 EACH OCC./\$7,500,000 AGGREGATE EACH PROJECT \$1,000,000 EACH OCC./\$7,500,000 AGGREGATE CAL GAS \$1,000,000 FOREIGN LIABILITY Remarks SUBJECT: ATTACHED AMENDMENTS IN FORM 12:01 AM on the 1ST 12:01 AM on the Beginning at day of MAY 19 85 and ending at IST day of MAY 1986

The above insurance is subject to the conditions and terms of the current Policy(ise) and/or certificate(s), which will subsequently be delivered. This Binder may be cancelled at any time by the Assured or the undersigned giving the other notice is writing. A pro-rate premium charge will be made for this Binder, unless Policy (ise) and/or certificate(s), is/are accepted by the Assured whereupon coverage hereunder skull be suff and wold.

Date of Imus APRIL 30, 1985

Agent of Broker JOHNSON & HIGGINS OF CALIFORNIA

601 CALIFORNIA STREET

Addres: SAN FRANCISCO, CALIFORNIA

C.V. STARR &CO

GSIC 002391

JOHNSON & HIGGINS OF CALIFORNIA OCI CALIFORNIA STREET

LILINGHAM CORPORAT	MON, et al
First Layer Excess	Liabilities
<u>19</u> 85/86	<u> </u>

IN NAME OF DILLINGHAM HOLDINGS, INC. et	al - as at back
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May 1, 1986, 12:01 A.M., Pacif	ic Standard Time.
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PROTECTED MATERIAL	7
PROTECTED MATERIAL Subject To Protective Order	·

FORM AMENDMENTS

Coverage

The last sentence of Clause 1(c) is amended to read as:

"caused by or arising out of each occurrence happening anywhere in the world."

Limits of Liability

The words "or not fully covered" are deleted from Clause 2(ii).

Definitions

The 9th line of Clause 1(c) Assured is amended to read as follows:

"Item 2(a) of the declarations is reduced to \$10,000,000 per occurrence and \$25,000,000 annual aggregate and the retention"

The 4th line of Clause 2 Occurrence is amended to read as follows:

"during the policy period, the results of which were unexpected or unintended from the standpoint of the Named Assured. All such exposure to substantially the same general"

The definition of "discrimination" as contained in Clause 8(d) is amended to read as follows:

"discrimination, except as prohibited by law"

The word "intangible" is deleted from Clause 9 Property Damage.

Exclusions

Clause E is amended to read as follows:

Except to the extent that coverage is afforded to the Assured in the underlying Marine insurances, this policy shall not; apply to liability for the emission, discharge, dispersal, disposal, seepage, release or escape of any liquid, solid gaseous or thermal irritant, contaminant or pollutant into or upon land, the atmosphere or any water course or body of water.

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The following clauses are added to the policy exclusions:

- F. Claims arising from ownership, use or operation of drilling rigs, drilling barges, drilling tenders, platforms, flow lines, gathering stations and/or pipe lines, but this exclusion shall not apply to:
 - a) craft serving the foregoing such as crew, supply or utility boats, tenders or tugs.
 - b) land based drilling rigs.
 - c) construction or repiar work for drilling rigs, drilling barges, drilling tenders, platforms, flow lines, gathering stations and/or pipe lines.
- G. Contractors Leased Equipment wording to be agreed

Conditions

Clause E Broad as Primary is deleted.

GSIC 002394

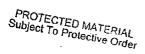
ENDORSEMENT NO. 1

It is hereby understood and agreed that the Named Assured is completed to read as follows:

Dillingham Holdings, Inc. and Dillingham Corporation, their subsidiaries, associated, affiliated or interrelated companies, partnerships, sponsored joint ventures, and any interest of Dillingham only in nonsponsored joint ventures, and any company or organization coming under the interest or control or active management of any of them, and any entity or party required to be insured under any contract or agreement or which it may agree to insure, as now existing, previously existing or hereafter acquired.

Attached to and forming a part of policy No. 61852236 of the Granite State Insurance Company (C.V. Starr & Co.) effective May 1, 1985.

GSIC 002395



ENDORSEMENT NO. 2

Insuring Agreement

Underwriters will pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay as damages by reason of an act, error or omission for which the Assured may be held legally liable, provided always that:

- A. claim is first made against the Assured after the effective date of the policy to which this endorsement is attached, and prior to its cancellation date, by reason of such act, error or omission and,
- B. the Assured's legal liability arises out of the performance of, or failure to perform, professional services, and
- C. Dillingham Corporate Risk Manager, 1990 N. California Blvd., Suite 930, Walnut Creek, CA., had no knowledge of such act, error or omission as of the effective date of this coverage.

II. Limits of Liability

The liability of Underwriters shall not exceed \$ (as stated in Item 2(A) of the declarations) ultimate net loss for each single claim made and, subject to that limit for each single claim made, \$ (as per Item (b) declarations) ultimate net loss for all claims first made during each annual period excess of \$500,000 ultimate net loss any one claim made self-insured and/or underlying insurances.

The inclusion herein of more than one Assured shall not operate to increase the limit of Underwriter's liability or Assured's primary obligation for each single claim made and in the aggregate.

III. Exclusions

The insuring agreements and all provisions of this endorsement shall not apply to:

- A. bodilv injury, sickness, death or disease to any employee of the Assured arising out of and in the course of his employment by the Assured or any obligation for which the Assured or any carrier as his insurer may be liable, under any workers' compensation, unemployment compensation, employer's liability, disability benefits law or any similar law, but this exclusion shall not apply to any contractual obligations assumed by the Assured;
- the insolvency or bankruptcy of the Assured or any other person, firm or organization;
- C. the advising of, requiring of, or failure to advise or require, or failure to maintain any form of insurance, suretyship or bond, for the Assured, or any other joint venture partner, subcontractor or project owner or owners.

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- D. the ownership, maintenance, operation or use, including loading and unloading, by or on behalf of the Assured, of watercraft, automobiles, motor vehicles, aircraft or mobile vehicles of any kind:
- E. Express warranties or guarantees that pertain to estimates of probable construction costs or cost estimates being exceeded.
- F. anv claims which are covered under anv other coverage of the policy to which this endorsement is attached;
- G. any dishonest, fraudulent, criminal, malicious or knowingly wrongful acts, errors or omissions committed by or at the direction of the Named Assured.

IV. Definitions

- A. "Assured" means the Named Assured so designated in the declarations, any present and former partner, director, officer, employee or agent of the Named Assured while acting in the course of his duties for the Named Assured;
- B. "claim" means a demand for money or services, including the service of suit or institution of arbitration proceedings against the Assured;
- C. "single claim" means two or more claims arising out of one or a series of acts, errors or omissions of a similar type;
- D. "ultimate net loss" means the total sum which the Assured or his underlying insurers as scheduled, or both, becomes obligated to pay by reason of matters set out in Insuring Agreement I, including judgements and settlements and shall include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premium on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons and for litigation, settlement, adjustment, and investigation of claims and suits which are paid as a consequence of any claim covered hereunder, excluding however, the salaries of the Assured's permanent employees and general office overhead.

V. Conditions

The conditions of the policy to which this endorsement is attached apply to the insurance afforded hereby and the following additional conditions also apply:

Discovery Clause

If during the period of the policy to which this endorsement is attached, the Assured becomes aware of any circumstances which may subsequently give rise to a claim against the Assured by reasons of an act, error or omission for which coverage would be afforded hereunder, and during the policy period gives written notice to the underwriters of such circumstances, then any claim that may subsequently be made against the Assured arising out of such circumstances shall be deemed for the purposes of this insurance to have been made during the policy period.

GSIC 002397

Settlement

No claim covered under this endorsement shall be settled without the consent of the Assured.

Attached to and forming a part of policy No. 61852236 of The Granite State Insurance Company (C.V. Starr & Co.) effective May 1, 1985.

GSIC 002398

ENDORSEMENT NO. 1 **EXCLUSIONS**

ISSURING AGREEMENTS AND ALL OTHER PROVISIONS OF THIS POLICY DO NOT AND SHALL HOT APPLY TO THE FOLLOWING:

- (a) TO LIABILITY WEICH IS BASED ON OR ATTRIBUTABLE TO ANY FAILURE. MISTAKE OR OMISSION OF THE INSURED TO EFFECT OR MAINTAIN ANY INSURANCE OR ANY REQUIRED BONDS:
- (b) TO LIABILITY ARISING OUT OF ANY CLAIM OF PLAGIARISM. THE INFRINGEMENT OF A COPYRIGHT, TRADEMARK, PATENT OR DESIGN PATENT OR ARISING OUT OF A CLAIM BASED ON UNFAIR BUSINESS FRACTICES;
- (c) TO LIABILITY FOR ANY CLAIM MADE AGAINST THE INSURED BY A BUSINESS ENTERPRISE (OR IT SUBROGERS OR ASSIGNEES) THAT WHOLLY OR PARTLY OWNS, OPERATES OR MANAGES THE INSURED OR IS WHOLLY OR PARTLY OWNED, OPERATED OR MANAGED BY THE INSURED; AN EMPLOYEE (OR HIS SUBROGRES OR ASSIGNEES) OF SAID BUSINESS ENTERPRISE, A CONTRACTOR OR SUB-CONTRACTOR OF EMPLOYEES THERROF (OR THEIR SUBROGEES OR ASSINGEES) OF SAID BUSINESS ENTERPRISE;
- (a) TO PUNITIVE OR EXEMPLARY DAMAGES OR TO FINES OR PENALTIES OR TO THE RETURN, REDUCTION, OR WITHDRAWAL OF PROFESSIONAL FEES;
- (e) TO LIABILITY ARISING FOR COST ESTIMATES OF ESTIMATES OF PROBABLE CONSTRUCTION COSTS BEING EXCEEDED;
- (f) TO LIABILITY ARISING OUT OF THE FAILURE TO COMPLETE ON TIME DRAW-INGS, PLANS, SPECIFICATIONS OR SCHEDULES OF SPECIFICATIONS. OR THE FAILURE TO ACT UPON SHOP DRAWINGS ON TIME, BUT THIS EXCLUSION DOES NOT APPLY IF SUCE PAILURE IS THE RESULT OF ANY INSURED'S NEGLIGENT ACT, ERROR, MISTAKE OR OMISSION IN THE DRAWINGS, FLANS. SPECIFICATIONS; SCHEDULES OF SPECIFICATIONS OR SHOP DRAWING;
- (g) THE INSURED'S ADVISING OR REQUIRING OF, OR FAILURE TO ADVICE OR REQUIRE, OR FAILURE TO MAINTAIN OR PROCURE ANY FINANCING OR MONIES FOR THE PAYMENT OF ANY PORTION OF ANY PROJECT OR OF SERVICES OR LABOR CONNECTION WITH SUCH PROJECT:
- (h) THE FAILURE OF THE PROJECT TO BE COMPLETED WITHIN A SPECIFIED TIME, BUT THIS EXCLUSION DOES NOT APPLY IF SUCH FAILURE IS THE RESULT OF AN ACT, ERROR OR OMISSION FOR WHICH THE INSURED IS LEGALLY OBLIGATED AND WHICH IS NOT OTHERWISE EXCLUDED UNDER THIS POLICY:

All other te	(i)	FACTURED, SOLD	OR SUPPLIE	BY S	DEFECTIVE FRODUCT OR THE ASSURED OR ANY DEF COSTS OF SUCH REPATR OF IMPERIAL CASUALIY AN	ECTIVE PART
Effective d	ate of this	endorsement is: MA	¥ 1, 1985		□ NEW HAMPSHIRE INSUF	RANCE CO.
Attached to	and form	ing part of No61	85-2236	_	GRANITE STATE INSURA	NCE COMPANY
Issued to:	DIILING	HAM CORPORATEON,	ET AL		C. V. STARR & CO. Underwriting Managers	GSIC 0023
Dated:	KOVEMBZ	R 22, 1985	ENDT.#1	Ву		
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PROTECTED MATERIAL Subject To Protective Order H/O CCS+

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Order by 37589 (8/84)

Confidential Business Information

ENDORSEMENT NO. 1 (AMI) EXCLUSIONS

INSURING AGREEMENTS AND ALL OTHER PROVISIONS OF THIS POLICY DO NOT AND SHALL NOT APPLY TO THE FOLLOWING:

- (a) TO LIABILITY WHICH IS BASED ON OR ATTRIBUTABLE TO ANY FAILURE, MISTAKE, OR OMISSION OF THE INSURED TO EFFECT OR MAINTAIN ANY INSURANCE OR ANY RECUIRED BONDS.
- (b) TO THE RETURN, REDUCTION, OR WITHDRAWAL OF PROFESSIONAL FEES.
- (c) TO LIABILITY ARISING FOR COST ESTIMATES OR PROBABLE CONSTRUCTION COSTS BEING EXCEEDED.
- (d) TO LIABILITY ARISING OUT OF THE FAILURE TO COMPLETE ON TIME DRAWINGS, PLANS, SPECIFICATIONS, OR SCHEDULES OF SPECIFICATIONS, OR THE FAILURE TO ACT UPON SHOP DRAWINGS ON TIME, BUT THIS EXCLUSION DOES NOT APPLY IF SUCH FAILURE IS THE RESULT OF ANY INSURED'S NEGLIGENT ACT, ERROR, MISTAKE, OR OMISSION IN THE DRAWINGS, PLANS, SPECIFICATIONS, SCHEDULES OF SPECIFICATIONS OR SHOP DRAWING.
- (e) THE INSURED'S ADVISING OR REQUIRING OF, OR FAILURE TO ADVICE OR REQUIRE, OR FAILURE TO MAINTAIN OR PROCURE ANY FINANCING OR MONIES FOR THE PAYMENT OF ANY PORTION OF ANY PROJECT OR OF SERVICES OR LABOR CONNECTION WITH SUCH PROJECT.
- (f) THE FAILURE OF THE PROJECT TO BE COMPLETED WITHIN A SPECIFIED TIME, BUT THIS EXCLUSION DOES NOT APPLY IF SUCH FAILURE IS THE RESULT OF AN ACT, ERROR, OR OMISSION FOR WHICH THE INSURED IS LEGALLY OBLIGATED AND WHICH IS NOT OTHERWISE EXCLUDED UNDER THIS POLICY.
- (g) TO LIABILITY FOR ANY CLAIM MADE AGAINST THE INSURED BY A BUSINESS ENTER-PRISE (OR ITS SUBROCEES OR ASSIGNEES) THAT WHOLLY OR PARTLY OWNS, OPERATES OR MANAGES THE INSURED OR IS WHOLLY OR PARTLY OWNED, OPERATED OR MANAGED BY THE INSURED; AN EMPLOYEE (OR HIS SUBROCEES OR ASSIGNEES) OF SAID BUSINESS ENTERPRISE, A CONTRACTOR OR SUB-CONTRACTOR OF EMPLOYEES THEREOF (OR THEIR SUBROCEES OR ASSIGNEES) OF SAID BUSINESS ENTERPRISE.
- (h) FOR REPAIRING OR REFLACING ANY DEFECTIVE PRODUCT OR PRODUCTS MANUFACTURED, SOLD OR SUPPLIED BY THE ASSURED OR ANY DEFECTIVE PART OR PARTS THEREOF, NOR FOR THE COSTS OF SUCH REPAIR OR REPLACEMENT.

All other terms and conditions remain unchanged	C IMPERIAL CASUALTY AND INDEMNITY COMPANY
Effective date of this endorsement is: MAY 1, 1985	☐ NEW HAMPSHIRE INSURANCE CO.
Attached to and forming part of No. 6185-2236	3 GRANITE STATE INSURANCE COMPANY
issued to: DILLINGHAM CORPORATION, ET AL	C. V. STARR & CO. Underwriting Managers GSIC 002400
Dated: NOVEMBER 7, 1986 By_CG-sh ENDT. #1 (AMENDED)	
27897A (REV. 1778)	Order by 37589 (8/84) PROTECTED MATERIAL Subject To Protective Order

ENDORSEMENT NO. 1 (AMI ED)

EXCLUSIONS

INSURING ARREPANTS AND ALL OTHER PROVISIONS OF THIS POLICY DO NOT AND SHALL NOT APPLY TO THE FOLLOWING:

- (a) TO LIABILITY WHICH IS BASED ON OR ATTRIBUTABLE TO ANY FAILURE, MISTAKE, OR OMISSION OF THE INSURED TO EFFECT OR MAINTAIN ANY INSURANCE OR ANY REQUIRED BONDS.
- (b) TO THE RETURN, REDUCTION, OR WITHDRAWAL OF PROFESSIONAL FEES.
- (c) TO LIABILITY ARISING FOR COST ESTIMATES OR PROBABLE CONSTRUCTION COSTS BEING EXCEPTED.
- (d) TO LIABILITY ARISING OUT OF THE FAILURE TO COMPLETE ON TIME DRAWINGS, PLANS, SPECIFICATIONS, OR SCHEDULES OF SPECIFICATIONS, OR THE FAILURE TO ACT UPON SEOP DRAWINGS ON TIME, BUT THIS EXCLUSION DOES NOT APPLY IF SUCH FAILURE IS THE RESULT OF ANY INSURED'S NEGLIGENT ACT, ERROR, MISTAKE, OR OMISSION IN THE DRAWINGS, PLANS, SPECIFICATIONS; SCHEDULES OF SPECIFICATIONS OR SHOP DRAWING.
- (e) THE INSURED'S ADVISING OR REQUIRING OF, OR FAILURE TO ADVICE OR REQUIRE, OR FAILURE TO MAINTAIN OR PROCURE ANY FINANCING OR MONIES FOR THE PAYMENT OF ANY PORTION OF ANY PROJECT OR OF SERVICES OR LABOR CONNECTION WITH SUCH PROJECT.
- (f) THE FAILURE OF THE PROJECT TO BE COMPLETED WITHIN A SPECIFIED TIME, BUT THIS EXCLUSION DOES NOT APPLY IF SUCH FAILURE IS THE RESULT OF AN ACT, ERROR, OR OMISSION FOR WHICH THE INSURED IS LEGALLY CRIGATED AND WHICH IS NOT OTHERWISE EXCLUDED UNDER THIS POLICY.

All other terms and conditions remain unchanged	IMPERIAL CASUALTY AND INDEMNITY COMPANY
Effective date of this endorsement is: MAY 1, 1985	T NEW HAMPSHIRE INSURANCE CO.
Attached to and forming part of No 6185-2236	☑ GRANITE STATE INSURANCE COMPANY
Issued to: DILLINGHAM CORPORATION, ET AL	C. V. STARR & CO. GSIC 00240 Underwriting Managers
Dated: AUGUST 29, 1986 ENDT.#1 (AMENDED)By.	
22597AJREV 11781	Order by 37589 (8/84)
HIO CO	PROTECTED MATERIAL Subject To Protective Order

ENDORSEMENT NO. 2

CONTRACTOR'S LIMITATION ENDORSEMENT

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO LIABILITY FOR INJURY TO OR DESTRUCTION OF,

- (A) LEASED OR RESTED EQUIPMENT, OR
- (B) PROPERTY BEING IESTALLED, ERECTED OR WORKED UPON BY THE INSURED, HIS AGENTS OR SUB-CONTRACTORS.

IT IS AGREED THAT EXCEPT INSOFAR AS COVERAGE IS AVAILABLE TO THE INSURED IN THE UNDERLYING INSURANCE/S THIS POLICY SHALL HOT APPLY TO:

- (A) INJURY TO OR DESTRUCTION OF ANY PROPERTY ARISING OUT OF (1) BLASTING OR EXPLOSION OTHER THAN THE EXPLOSION OF AIR OR STEAM VESSELS, PIPING UNDER PRESSURE, PRIME MOVERS, MACHINERY OR POWER TRANSMITTING EQUIPMENT OR, (2) THE COLLAPSE OF OR STRUCTURAL INJURY TO ANY BUILDING OR STRUCTURE DUE (AA) TO EXCAVATION, INCLUDING BURROWING, FILLING OR BACK-FILLING IN CONNECTION THEREWITH, OR TO TUNNELING, PILE DRIVING, COFFERDAM WORK OR CAISSON WORK, OR (BB) TO MOVING, SHORING, UNDERPINNING, RAZING OR DEMOLITION OF ANY BUILDING OR STRUCTURE OR REMOVAL OR REBUILDING OF ANY STRUCTURAL SUPPORT THEREOF.
- (B) INJURY TO OR DESTRUCTION OF WIRES, COMMUITS, PIPES, MAINS, SEWERS OR OTHER SIMILAR PROPERTY, OR ANY APPARATUS IN CONNECTION THEREWITH, BELOW THE SURFACE OF THE GROUND, IF SUCH INJURY OR DESTRUCTION IS CAUSED BY AND OCCURS DURING THE USE OF MECHANICAL EQUIPMENT FOR THE FURPOSE OF EXCAVATING OR DRILLING, OR THE INJURY TO OR DESTRUCTION OF PROPERTY AT ANY TIME RESULTING THEREFROM.
- (C) TO ANY LIABILITY ASSUMED BY THE INSURED.

All other terms and conditions remain unchanged	IMPERIAL CASUALTY AND INDEMNITY COMPANY
Effective date of this endorsement is: MAY 1, 1985	□ NEW HAMPSHIRE INSURANCE CO.
Attached to and forming part of No. 6185-2236	₹ GRANITE STATE INSURANCE COMPANY
Issued to: DILLINGHAM CORPORATION, ET AL	C. V. STARR & CO. Underwriting Managers GSIC 002402
Dated: NOVEMBER 22, 1985 ENDT.#2 By_	
22597AJRE, 1078. CG/15	Order by 37589 (8/84)
H/O COP	PROTECTED MATERIAL Subject To Protective Order

It is agreed that this Pohey/Cert, is here—amended as indicated by	
☐ IN CONSIDERATION OF: ☐ AN ADDITIONAL PREMIUM OF☐ A RETURN PREMIUM OF☐ IT IS UNDERSTOOD AND AGREED THAT THE	\$
IT IS HEREBY UNDERSTOOD AND AGREED THAT THE	
☐ Premium ☐ Deductible ☐ Installment ☐ Self Insured Retention ☐ Audit ☐ Rate ☐ Description of ☐ Deposit premium property covered ☐ Inception date ☐ Schedule of ☐ Expiration date ☐ Underlying Insurances ☐ Limit of Liability ☐ Coverage ☐ Company shall provide ☐ days notice in of premium. ☐ Is amended to **** INCLUDE / ***********************************	
OF, MINING OF, USE OF, SALE OF, I DISTRIBUTION OF OR EXPOSURE TO AS ASBESTOS PIBERS OR ASBESTOS DUST, b. TO ANY OBLIGATION OF THE INSURED OF DAMAGES ARISING OUT OF SUCH PR SICKNESS, DISEASE, OCCUPATIONAL D MENTAL ANGUISH OR MENTAL INJURY A	TO INDEMNIFY ANY PARTY BECAUSE ROPERTY DAMAGE, PERSONAL INJURY, DISEASE DISABILITY, SHOCK, DEATH, UT ANY TIME AS A RESULT OF THE P, SALE OF, INSTALLATION OF, REMOVAL NO ASBESTOS, ASBESTOS PRODUCTS,
All other terms and conditions remain unchanged. Effective date	te of this endorsement is: MAY 1, 1985
	6185_2236
issued to: DILLINGHAM CORPORATION, ET AL	☐ IMPERIAL CASUALTY AND INDEMNITY COMPANY GRANITE STATE INSURANCE CO.
	C. V. STARR & CO. Underwriting Managers GSIC 002403
Dated: NOVEMBER 22, 1985 CG/1b	Ву
· ·	
H/O C	OPY PROTECTED MATERIAL Subject To Protective Order

SCHEDULE OF UNDERLYING LIMITS

Underlying Limits including Deductibles or Self-Insured Retentions

I. DOMESTIC NON-MARINE

A Comprehensive General & Automobile Liability including Professional Liability

1. General Liability

 a. Bodily Injury and Property Damage Liability Combined Single Limit

1) Each occurrence

\$1,000,000.

Annual aggregate other than Cal Gas

7,500,000.

 Annual aggregate for Cal Gas

7,500,000.

4) Annual aggregate each project

7,500,000.

b. Personal Injury and Advertising Liability

1) Each occurrence

1,000,000.

2) Armual aggregate

5,000,000.

c. Employee Benefits Liability-

1) Each employee

1,000,000.

2) Arsual aggregate

5,000,000.

2. Professional Liability-

Each claim (insured or self insured)1,000,000.

3. Automobile Liability Bodily Injury and Property Damage Liability including Cargo coverage

Each occurrence

1,000,000.

B. Dillingham-Tokola, a Joint Venture (Golden Gate Bridge Project) 1. General Liability

a. Bodily Injury and Property Damage Liability Combined Single Limit -

1) Each occurrence

500,000.

2) Annual aggregate

5,000,000.

GSIC 002404

b. Personal Injury and Advertising Liability-

Annual aggregate

\$1,000,000.

c. Employee Benefits Liability

1) Each employee

500,000.

2) Annual aggregate

5,000,000.

2. Automobile Liability, Bodily Injury and Property Damage Liability

Each occurrence

500,000.

Wrap Up

Each accident

45,000,000.

Wrap Up

Each accident

5,000,000.

1. General Liability

a. Bodily Injury and Property Damage Liability Combined Single Limit -

1) Each occurrence

500,000.

2) Annual aggregate

5,000,000.

b. Personal Injury and Advertising Liability -

Annual aggregate

1,000,000.

c. Employee Benefits Liability -

1) Each employee

.500,000.

2) Arrual aggregate

5,000,000.

F. Omprehensive General & Automobile Liability for -

C. Balsam Meadows

D. Shell, Inc.

Joint Venture

Joint Venture

E. Comprehensive General

Ameloo Electric (subcon-

tractor on Golden Gate

Liability for -

Bridge Project)

Watkins Engineering

1. General Liability

500,000.

GSIC 002405

2. Automobile Liability

Each accident

Each accident

500,000.

3. Employer's Liability

Each accident

1,000,000.

G.	State Benefits - Statutory Workers' Compensation	1.	Employers' Liability Bodily Injury by accident or disease -	
	·		a. Each accident	500,000.
			 b. Aggregate disease, all employees 	1,000,009.
н.	Paderal Benefits-Statutory Workers' Compensation	1.	Employers' Liability Bodily Injury by accident or disease -	
			a. Each accident	500,000.
	,		b. Aggregate disease, all employees	1,000,000.
ı.	State & Federal Benefits - Statutory Workers' Compen- sation for Dillingham-Sponsored	ı.	Employers' Liability Bodily Injury by accidnet or disease -	
	Joint Ventures and designated sub-contractors		a. Each accident	500,000.
			 b. Aggregate disease, all amployees 	1,000,000.
J.	State & Federal Benefits Statutory Workers' Compensation for Auburn Constructors	1.	Employers' Liability - Bodily Injury by accident or disease	
	(Warm Springs Dam & Sugar Pine Dam Projects)		a. Each accident	500,000.
			b. Aggregate disease, all employees	1,000,000.
ĸ.	Excess Workers' Compensation including State and Federal Acts	1.	. Bodily Injury by accident or disease excess \$500,000. Self-Insured Retention	
			a. Each accident	500,000.
	,		b. Aggregate disease, all employees	1,000,000.
L.	Aircraft Liability	1	. Owned Aircraft Ounbined Liability for Bodily Injury and Property Demage Liability	?
			Each occurrence	10,000,000.
	•	2	Non-Owned Aircraft Occioned Liability for Bodil Impury and Property Damage	γ .
	CTED MATERIAL To Protective Order		Liability Each occurrence	10,000,000.

II. FOREIGN NON-MARINE

FOF	ELGN HON-MARINE		•	
λ.	Comprehensive General and Automobile Liability including locally admitted underlying policies	1.	General and Automobile Bodily Injury and Property Damage Liability combined Single Limit -	
			a. Each occurrence	1,900,800.
			b. Products Liability annual aggregate	1,000,000.
		2.	Professional Liability -	
			Each claim (insured or self-insured)	1,000,000.
B.	Comprehensive General and Automobile Liability for Dillingham Construction International, Inc./Towell Joint Venture (Masirah		General Liability, Bodily Injury and Property Damage Liability combined Single Limit -	
	Island I & II, Quan Project)		a. Each occurrence	1,000,000.
			 b. Annual aggregate where applicable 	1,000,000.
		2.	Personal Injury Liability -	
			Annual aggregate	1,000,000.
	•	3.	Employee Benefits Liability -	
			a. Each claim	1,000,000.
	•		b. Annual aggregate	1,000,000.
		4.	Automobile Liability Bodily Injury and Property Damage Liability combined Single Limit -	
			Each occurrence	1,000,000.
c.	Sri Lanka, Non-Sponsored	1.	General Liability	
	Joint Venture		a. Each occurrence	500,000.
			b. Annual aggregate	1,000,000.
		2.	Automobile Liability	
			a.' Each occurrence	2,500.
			b. Each accident	5,000.
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D.	·Tarbela Units 11-14 Dillingham Pakistan,	Ltd.

E. Comprehensive General Liability for Dillingham Construction Ltd. (Canada)

- F. Comprehensive Automobile Liability for Dillingham Construction Ltd. (Canada)
- G. Comprehensive General Liability for Carillos Dan Project -Puerto Rico

PROTECTED MATERIAL Subject To Protective Order

l. General Liah ity a. Each acciunt b. Annual aggregate	500,000. 500,000.
2. Automobile Liability	200,000.
a. Each accidentb. Annual aggregate	5 00,000. 5 00,000.

1. General Liability a. Bodily Injury and Property Damage Liability combined Single Limit ~

> C\$500.000. 1) Each occurrence

> 2) Aggregate products and completed operations C\$5,000,000.

b. Property Damage Liability Sub-limit for losses arising out of use of explosives for blasting, vibration from pile driving or caisson work or the removal or weakening of support of any property -1) Each occurrence C\$500,000.

2) Aggregate operations and contractual C\$1,000,000.

2. Personal Injury Liability -

CS 500,000. a. Each person aggregate

C\$5,000,000. b. Coverage aggregate

3. Premises Legal Liability -

cs 100,000. Each occurrence

4. Non-Owned Automobile Liability -

C\$ 500,000. Each occurrence

5. Canadian Project (Wrap-Up) -

C\$5,000,000. a. General Liability

C\$5,000,000. b. Automobile Liability

Bodily Injury and Property Demage Liability combined GSIC 002408 Single Limit -

C\$ 500,000.

Ì

Each occurrence ... 1. General Liability 500,000. a. Each occurrence 580,000b. Armal aggregate · 2. Automobile Liability 500,000. Each accident 3. Employer's Liability 500,000. Fach accident

•	na na National Com	1. General Limbility	
Έ.	Comprehensive Liability for Bawaiian Rock Products - Guam	a. Each acrident	1,000,000.
		b. Annual aggregate	1,000,000.
		2. Automobile Liability	
-		Each accident	1,000,000.
ı.	Poreign Workers' Compensation including locally admitted underlying policies	1. Employers' Liability Bodily Injury by accident or disease -	
		a. Each accident	1,000,000.
J.	Quam Workers' Compensation	 Employers' Liability Bodily Injury by accident or disease - 	
		a. Each accident	1,000,000.
K.	Foreign Workers' Compensation for Dillingham Construction International, Inc./Towall	 Employers' Liability Bodily Injury by accident or disease - 	
	Joint Venture (Masirah Island I & II, Oman, Project)	a. Each accident	1,000,000.
L.	Excess Liability for Dillingham Construction International, Inc./	1. Excess Liability -	29,000,000.
	Towell Joint Venture (Masirah Island I & II, Cman Project)	a. Each occurrence	Excess of Underlying
		b. Armual aggregate	29,000,000. Excess of Underlying
111. M	ARINE		
λ	a town protection & Indemnity	Each vessel, accident or occurrence	250,000.
В	Marine Package	1. Hull & Machinery - Vesse and valuations per police	Y Y
		 Excess Protection & Indenity-Each vessel, accide or occurrence excess of underlying 	m - rit 750,000-
	•	3. Ship Repairer's Lagal Li ility - any one claim	_,
	PROTECTED MATERIAL Subject To Protective Order	GSIC	002409

4. Pilot's Legal Liability -Each and every accident or occurrence

1,000,000.

5. Miscellaneous Marine Liabilities -Each and every accident or occurrence

1,000,000.

C. Pollution Liability

1. ITLA Entry (Tank Barges) \$300,000,000.

2. WQIS - Section A (All vessels except Tank Barges)

Statutory

D. Scow Care, Custody & Control

Any one vessel, any one accident C\$ 500,000.

E. Hull & Machinery including War Risk for Australia

Separate values as declared

A\$1,000,000.

F. Stevedores and Wharfingers Liability for Australia

Legal Liability

G. Protection & Indemnity including Oil Pollution for Australia

Oil Pollution

Any one accident

Unlimited 300,000,000.

IV. MARINE/NON-MARINE

Non Operator's Legal Liability

- 1. All exposures except Care, \$ 10,000,000. Custody and Control scaled to Assured's interest any one accident or occurrence
- 2. Care, Custody and Control -4,000,000. scaled to Assured's interest. any one accident or occurrence

GSIC 002410

Any provisions required by law to contacted in policies issued by a Subscribe clereto, shall be deemed to have been stated herein.

IN WITNESS WHEREOF, the Subscribers hereunder each severally, but not jointly, and not on the part of one for the other or any of the others have caused this policy to be signed by a duly authorized officer, attorney or agent, this

15th day of May 19 35

	SUBSCR	1BER	AMOUNT INSURED	RATE	PREMJUM	AUTHORIZED SIGNATURE FOR SUBSCRIBER
Prante S Company	State (C.V.	Insurance Starr & Co.)	\$10,000,000.	Agreed	\$2,305,000.	
		•				
•						
				•		
		-				
						GSIC 002411

JOHNSON & HIGGINS MARINE DEPARTMENT

R: NEWS 6151-8449

AND ALEXANDER, INC. TREET TOWER SAN FRANCISCO, CALIFORNIA 94105



NUMBER 5182-9425

BV 6183-415



☐ GRANITE STATE INSURANCE COMPANY

COMPA NEW HAMPSHIRE INSURANCE

MANCHESTER, NEW HAMPSHIRE

C. V. STARR & CO.

UNDERWRITING MANAGERS

LOS ANGELES PORTLAND CHICAGO

SAN FRANCISCO

DECLARATIONS

Assured:

DILLINGUAM CORPORATION. ET AL (AS PER ENDORSEMENT JO. 1)

Address:

1990 NORTH CALIFORNIA BOULEVARD, SUITE 930

SEATTLE

Walmut Creed, California 94596

Policy Period: From

HAY 1, 1932 TO MAY 1, 1983

both days at 12:01 A.M.

(Standard Time) at the location(s) of the risk(s) insured and in accord with the terms and con-

ditions of the form(s) attached.

Amount:

\$5.000.000.

PER OCCUPRENCE AND IN THE AGGREGATE WHERE APPLICABLE EXCESS

OF UNSERLYING OR SELF L.SURED RETAITION

Coverage:

urgerilla liability (as per form attached)

Premium: A) Provisional or deposit premium \$ 380,000.00

B) Minimum Premium

\$ 530,000.00

C) Basis of Adjustment (Rate)

AS PER ENDORSEMENT BO. 6

D) Audit Period

ALLLLY

Assignment of this Policy shall not be valid except with the written consent of this Company.

This Policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this Policy, together with such other provisions, stipulations, and agreements as may be added hereto, as provided in this Policy.

Unless otherwise provided herein, this Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Policy to the Company. This Policy may also be cancelled, with or without the return or tender of the unearned premium, by the Company or by the Underwriting Managers in its behalf, by delivering to the Assured or by sending to the Assured by regular rnail, at the Assured's address as shown herein, not less than 30 days written notice stating when the cancellation shall be effective, and in such case insurers shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by Insurers or Assured.

Not withstanding anything to the contrary contained herein and in consideration of the premium for which this insurance is written, it is understood and agreed that whenever an additional or return premium of \$10.00 or less becomes due from or to the Assured on account of the adjustment of a deposit premium, or of an alteration in coverage or rate during the term or for any other reason, the collection of such premium from the Assured will be waived or the return of such premium to the Assured will not be made, as the case may be.

In Witness Whereof, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Train & Japan

C. V. STARR & CO. UNDERWRITING MANAGERS President

Countersianed

CVS 1114

25 500 I 2/ 1952 034/1p

HOME OFFICE COPY

GSIC 002483

EDULE OF UNDERLYING INSURANCE

Attached to and Forming Part of Policy No. 6182-9425 Issued To DILLINGEAM CORPORATION, ET AL

LEFECTIVEDate MAY 1, 1902

Type of Policy		Limits	of Liability
Or Coverage		0.47.1.2	
Comprehensive General Liability		Bodily Injury Liab	
		\$	each person
		\$	each occurrence
		\$	ag gre gate
	AS PER LIBORSEIGENT NO.2	Property Damage	Liability
		\$ 	each occurrence
		\$	aggregate
		Combined Single	Limit
		\$	
Automobile Liability		Bodily Injury	
		\$ <u></u>	each person
		\$	each occurrence
•		Property Damage	
	AS PER LABORDERLAT NO.2	\$	each occurrence
		Combined Single	
	and the state of t		Limit
		\$	
Employers Liability		Coverage and Em	ployers Liability
	AS PER EMBORSHMENT NO.2	\$	each accident
Miscellaneous Liability			
A CONTRACTOR			
	AS PER EMDORSEMENT NO. 2		
Primary Coverage Provid Products/Complete	d Operations 🗵 🗀	Blanket Contractual Liability	Yes No
Broad Form Proper	Lloyds 🔲 🔼	"X.C.U." Hazards Errors and Ommissions/Malprac	tice 🗓
Personal Injury	Bureau 🗓 🗆	Water Craft Liability	ade 🖫 🗓
Fire Legal Liability		Employees As Additional Assure Employee Benefits Liability Other	tice
		C.V. STARR & CO.	
P433		Underwriting Managers By	GSIC 002484
	HOME OFFICE	COPY	GSIC 002404

INSURING AGREEMENTS

1. COVERAGE

7'

THIS POLICY IS TO PAY ON BEHALF OF THE INSURED IN RESPECT OF THE FOLLOWING (INCLUDING SUCH EXPENSES AS ARE SET OUT IN THE DEFINITION OF ULTIMATE NET LOSS):

ALL SUMS WHICH THE INSURED SHALL BECOME LEGALLY LIABLE TO PAY OR BY CONTRACT OR AGREEMENT BECOME LIABLE TO PAY IN RESPECT OF CLAIMS MADE AGAINST THE INSURED FOR DAMAGES OF WHATSOEVER NATURE ON ACCOUNT OF:

- A. PERSONAL INJURIES, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM
- B. PROPERTY DAMAGE
- C. ADVERTISING LIABILITY,

 $\left(\cdot \right)$

CAUSED BY OR ARISING OUT OF EACH OCCURRENCE HAPPENING ANYWHERE IN THE WORLD. NOTWITHSTANDING THE FOREGOING, THIS INSURANCE SHALL NOT COVER LIABILITY ARISING BY REASON OF INSOLVENCY OR INADEQUACY OF CAPITAL.

2. LIMIT OF LIABILITY - UNDERLYING LIMITS

UNDERWRITERS HEREON SHALL ONLY BE LIABLE FOR THE EXCESS OF EITHER:

- A. THE AMOUNT(S) OF THE LIMIT(S) SET OUT IN UNDERLYING INSURANCES IDENTIFIED IN THE ATTACHED SCHEDULE ACTUALLY INSURED UNDER THE UNDERLYING POLICIES SHALL BE DEEMED THE AMOUNT (S) OF THE LIMIT(S) OF SAID UNDERLYING POLICIES), OR
- B. \$100,000. ULTIMATE NET LOSS IN RESPECT OF EACH OCCURRENCE NOT COVERED BY SAID UNDERLYING INSURANCES (ALL HEREINAFTER CALLED THE "UNDERLYING LIMITS").

AND THEN ONLY UP TO A FURTHER \$5,000,000, AS STATED IN THE DECLARATIONS, ULTIMATE NET LOSS IN RESPECT OF EACH OCCURRENCE; SUBJECT TO A LIMIT OF \$5,000,000 AS STATED IN THE DECLARATIONS IN THE AGGREGATE FOR EACH ANNUAL PERIOD DURING THE CURRENCY OF THIS POLICY, SEPARATELY IN RESPECT OF PRODUCTS LIABILTY AND IN RESPECT OF PERSONAL INJURY (FATAL OR NON-FATAL) BY OCCUPATIONAL DISEASE SUSTAINED BY ANY EMPLOYEES OF THE ASSURED.

C. IN THE EVENT THAT ANY AGGREGATE LIMIT OF LIABILITY CONTAINED IN THE UNDERLYING INSURANCE, WHETHER THE PERIOD OF SUCH UNDERLYING IS OR MAY BE NON-CONCURRENT WITH THE PERIOD OF THIS POLICY, IS REDUCED OR EXHAUSTED BY REASON OF LOSSES PAID THEREUNDER, THIS POLICY SHALL CONTINUE SUCH COVERAGE AS AFFORDED BY UNDERLYING INSURANCE IN EXCESS OF THE REDUCED OR EXHAUSTED LIMIT.

3. PREMIUMS

THE PREMIUM HEREUNDER SHALL BE \$380,000 PAYABLE AS SCHEDULED BELOW:

INSTALLMENT DATE	AMOUNT DUE
MAY 1, 1982	\$380,000
AUGUST 1, 1982	INCLUDED
NOVEMBER 1, 1982	INCLUDED
FEBRUARY 1, 1983	INCLUDED

TOTAL PREMIUM \$380,000

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DEFINITIONS

1. INSURED

THE UNQUALIFED WORD "INSURED," WHEREVER USED IN THIS POLICY, INCLUDES NOT ONLY THE NAMED INSURED BUT ALSO:

- A. OFFICERS, DIRECTORS, BOARD ADVISORS, PARTNERS AND STOCKHOLDERS, WHILE ACTING ON BEHALF OF THE NAMED INSURED.
- B. CORPORATE OFFICERS ACTING IN VOLUNTEER CAPACITIES WITH OUTSIDE ORGANIZATIONS, PROVIDED THAT THESE ACTIVITIES ARE CONDUCTED WITH THE SUPPORT AND/OR ENCOURAGEMENT OF THE NAMED INSURED.
- C. ANY EMPLOYEE WHILE ACTING ON BEHALF OF THE NAMED INSURED: SUBJECT TO THE FOLLOWING CONDITIONS:
 - 1) IF CLAIM IS MADE OR SUIT IS FILED AGAINST THE NAMED INSURED AND AN EMPLOYEE, THE NAMED INSURED SHALL IMMEDIATELY NOTIFY THE COMPANY IN WRITING THAT THE EMPLOYEE IS TO BE COVERED AS AN ADDITIONAL INSURED; AND

- 2) THE INSURANCE WITH RESPECT TO ANY SUCH EMPLOYEE DOES NOT APPLY TO INJURY OR SICKNESS, DISEASE OR DEATH OF ANOTHER EMPLOYEE OF THE SAME EMPLOYER INJURED IN THE COURSE OF SUCH EMPLOYMENT.
- D. ANY PERSON, ORGANIZATION, TRUSTEE OR ESTATE TO WHOM THE NAMED INSURED IS OBLIGATED BY VIRTUE OF A WRITTEN CONTRACT OR AGREEMENT TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY, BUT ONLY IN RESPECT OF OPERATIONS BY OR ON BEHALF, OR TO FACILITIES OR USE BY THE NAMED INSURED.

- E. ANY ADDITIONAL INSURED (NOT BEING THE NAMED INSURED UNDER THIS POLICY) INCLUDED IN THE UNDERLYING INSURANCES, BUT NOT FOR BROADER COVERAGE THAN IS AVAILABLE TO SUCH ADDITIONAL INSURED UNDER ANY UNDERLYING INSURANCES.
- F. WITH RESPECT TO ANY AUTOMOBILE OWNED BY THE NAMED INSURED OR HIRED FOR USE IN BEHALF OF THE NAMED INSURED OR TO ANY AIRCRAFT OWNED BY THE NAMED INSURED OR HIRED FOR USE IN BEHALF OF THE NAMED INSURED, ANY PERSON WHILE USING SUCH AUTOMOBILE OR AIRCRAFT AND ANY PERSON OR ORGANIZATION LEGALLY RESPONSIBLE FOR THE USE THEREOF, PROVIDED THE ACTUAL USE OF THE AUTOMOBILE OR AIRCRAFT IS WITH THE PERMISSION OF THE NAMED INSURED. THE INSURANCE EXTENDED BY THIS SUB-DIVISION (C), WITH RESPECT TO ANY PERSON OR ORGANIZATION OTHER THAN THE NAMED INSURED, SHALL NOT APPLY-
 - (1) TO ANY PERSON OR ORGANIZATION, OR TO ANY AGENT OR EMPLOYEE THEREOF OPERATING AN AUTOMOBILE REPAIR SHOP, PUBLIC GARAGE, SALES AGENCY, SERVICE STATION, OR PUBLIC PARKING PLACE, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF THE OPERATION THEREOF;
 - (2) TO ANY MANUFACTURER OF AIRCRAFT, ENGINES, OR AVIATION ACCESSORIES, OR ANY AVIATION SALES OR SERVICE OR REPAIR ORGANIZATION OR AIRPORT OR HANGER OPERATOR OR THEIR RESPECTIVE EMPLOYEES OR AGENTS, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF THE OPERATION THEREOF;
 - (3) WITH RESPECT TO ANY AUTOMOBILE OR AIRCRAFT, TO THE OWNER THEREOF OR ANY EMPLOYER OF SUCH OWNER.

2. OCCURRENCE

£,

THE TERM "OCCURRENCE" MEANS EITHER AN ACCIDENT, EVENT OR HAPPENING OR A CONTINUOUS OR REPEATED EXPOSURE TO CONDITIONS WHICH UNEXPECTEDLY OR UNINTENTIONALLY RESULTS IN PERSONAL INJURY, PROPERTY DAMAGE OR ADVERTISING LIABILITY, (EXCEPT INTENTIONAL ACTS BY OR AT THE DIRECTION OF THE INSURED TO PROTECT PERSONS OR PROPERTY) DURING THE POLICY PERIOD. ALL SUCH EXPOSURE TO SUBSTANTIALLY THE SAME GENERAL CONDITIONS AND/OR EXISTING AT OR EMANATING FROM ONE PREMISES LOCATION SHALL BE DEEMED ONE OCCURRENCE.

3. ULTIMATE NET LOSS

THE TERM "ULTIMATE NET LOSS" SHALL MEAN THE TOTAL SUM WHICH THE INSURED BECOMES OBLIGATED TO PAY BY REASON OF MATTERS SET OUT IN INSURING AGREEMENT 1, INCLUDING COMPROMISE SETTLEMENTS AND SHALL INCLUDE HOSPITAL, MEDICAL AND FUNERAL CHARGES AND ALL SUMS PAID AS SALARIES, WAGES, COMPENSATION, FEES, CHARGES AND LAW COSTS, PREMIUMS ON ATTACHEMENT OR APPEAL BONDS, INTEREST, EXPENSES FOR DOCTORS, LAWYERS, NURSES AND INVESTIGATORS AND OTHER PERSONS, AND FOR LITIGATION, SETTLEMENT ADJUSTMENT AND INVESTIGATION OF CLAIMS AND SUITS WHICH ARE PAID AS A CONSEQUENCE OF ANY OCCURRENCE COVERED HEREUNDER, EXCLUDING, HOWEVER, THE SALARIES OF THE INSURED'S PERMANENT EMPLOYEES AND GENERAL OFFICE OVERHEADS AND ALSO EXCLUDING ANY PART OF SUCH EXPENSES FOR WHICH THE INSURED IS COVERED BY OTHER VALID AND COLLECTIBLE INSURANCE.

4. AUTOMOBILE

THE TERM "AUTOMOBILE", WHEREVER USED HEREIN, SHALL MEAN A LAND MOTOR VEHICLE, TRAILER OR SEMI-TRAILER.

5. AIRCRAFT

THE TERM "AIRCRAFT", WHEREVER USED HEREIN, SHALL MEAN ANY HEAVIER THAN AIR OR LIGHTER THAN AIR AIRCRAFT DESIGNED TO TRANSPORT PERSONS OR PROPERTY.

6. BODILY INJURY

THE TERM "BODILY INJURY" MEANS, BUT NOT BY WAY OF LIMITATION, BODILY INJURY, MENTAL INJURY, MENTAL ANGUISH, SHOCK, FRIGHT, OR ANY AGGRAVATION THEREOF, HUMILIATION, SICKNESS, DISEASE, ASSAULT AND BATTERY COMMITTED BY OR AT THE DIRECTION OF THE INSURED IN ORDER TO DEFEND PERSONS OR PROPERTY, INCIDENTAL MEDICAL MALPRACTICE, DISABILITY, LOSS OF SERVICES, CARE AND EXPENSE THEREOF, WHICH OCCURS DURING THE POLICY PERIOD, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM.

6.7

7. PERSONAL INJURY

THE TERM "PERSONAL INJURY" MEANS INJURY ARISING OUT OF ONE OR MORE OF THE FOLLOWING OFFENSES:

- FALSE ARREST, DETENTION, IMPRISONMENT, OR MALICIOUS PROSECUTION:
- 2. WRONGFUL ENTRY OR EVICTION OR OTHER INVASION OF THE RIGHT OF PRIVATE OCCUPANCY:
- 3. A PUBLICATION OR UTTERANCE OF A LIBEL OR SLANDER OR OTHER DEFAMATORY OR DISPARAGING MATERIAL OR A PUBLICATION OR UTTERANCE IN VIOLATION OF AN INDIVIDUAL'S RIGHT OF PRIVACY, EXCEPT PUBLICATIONS OR UTTERANCES IN THE COURSE OF OR RELATED TO ADVERTISING, BROADCASTING OR TELECASTING ACTIVITIES CONDUCTED BY OR ON BEHALF OF THE NAMED INSURED;
- 4. DISCRIMINATION.

8. PROPERTY DAMAGE

THE TERM "PROPERTY DAMAGE" MEANS:

- 1. PHYSICAL INJURY TO OR DESTRUCTION OF TANGIBLE AND INTANGIBLE PROPERTY WHICH OCCURS DURING THE POLICY PERIOD, INCLUDING THE LOSS OF USE THEREOF AT ANY TIME RESULTING THEREFROM.
- 2. LOSS OF USE OF TANGIBLE AND INTANGIBLE PROPERTY WHICH HAS NOT BEEN PHYSICALLY INJURED OR DESTROYED, OR
- 3. ALL OTHER INDIRECT AND CONSEQUENTIAL DAMAGE FOR WHICH LEGAL LIABILITY EXISTS,

PROVIDED ANY LOSS OF USE IS CAUSED BY AN OCCURRENCE DURING THE POLICY PERIOD.

9. ADVERTISING INJURY

THE TERM "ADVERTISING INJURY" MEANS INJURY ARISING OUT OF AN OFFENSE COMMITTED DURING THE POLICY PERIOD OCCURRING IN THE COURSE OF THE NAMED INSURED'S ADVERTISING ACTIVITIES, IF SUCH INJURY ARISES OUT OF LIBEL, SLANDER, DEFAMATION, VIOLATION OF RIGHT OF PRIVACY, PIRACY, UNFAIR COMPETITION, IDEA MISAPPROPRIATION OR INFRINGEMENT OF COPYRIGHT, TITLE OR SLOGAN.

10. PRODUCTS LIABILITY

THE TERM "PRODUCTS LIABILITY" MEANS:

- (A) LIABILITY ARISING OUT OF GOODS OR PRODUCTS
 MANUFACTURED, SOLD, HANDLED OR DISTRIBUTED BY THE
 NAMED ASSURED OR BY OTHERS TRADING UNDER HIS NAME IF
 THE OCCURRENCE OCCURS AFTER POSSESSION OF SUCH GOODS
 OR PRODUCTS HAS BEEN RELINQUISHED TO OTHERS BY THE
 NAMED ASSURED OR BY OTHERS TRADING IN HIS NAME, AND
 IF SUCH OCCURRENCE OCCURS AWAY FROM PREMISES OWNED,
 RENTED OR CONTROLLED BY THE NAMED ASSURED: PROVIDED
 SUCH GOODS OR PRODUCTS SHALL BE DEEMED TO INCLUDE ANY
 CONTAINER THEREOF, OTHER THAN A VEHICLE BUT SHALL NOT
 INCLUDE ANY VENDING MACHINE OR ANY PROPERTY OTHER
 THAN SUCH CONTAINER, RENTED TO OR LOCATED FOR USE OF
 OTHERS BUT NOT SOLD:
- (B) LIABILITY ARISING OUT OF OPERATIONS, IF THE OCCURRENCE OCCURS AFTER SUCH OPERATIONS HAVE BEEN COMPLETED OR ABANDONED, AND OCCURS AWAY FROM PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED ASSURED: PROVIDED OPERATIONS SHALL NOT BE DEEMED INCOMPLETE BECAUSE IMPROPERLY OR DEFECTIVELY PERFORMED OR BECAUSE FURTHER OPERATIONS MAY BE REQUIRED PURSUANT TO AN AGREEMENT; PROVIDED FURTHER THE FOLLOWING SHALL NOT BE DEEMED TO BE "OPERATIONS" WITHIN THE MEANING OF THIS PARAGRAPH.
 - (i) PICK-UP OR DELIVERY, EXCEPT FROM OR ONTO A RAILROAD CAR,
 - (ii) THE MAINTENANCE OF VEHICLES OWNED OR USED BY OR ON BEHALF OF THE ASSURED,
 - (iii) THE EXISTENCE OF TOOLS, UNINSTALLED EQUIPMENT AND ABANDONED OR UNUSED MATERIALS.

11. ANNUAL PERIOD

THE TERM "EACH ANNUAL PERIOD" SHALL MEAN EACH CONSECUTIVE PERIOD OF ONE YEAR COMMENCING FROM THE INCEPTION DATE OF THIS POLICY.

12. AIRCRAFT PRODUCTS

"AIRCRAFT PRODUCTS" MEANS AIRCRAFT (INCLUDING MISSILES OR SPACECRAFT AND ANY GROUND SUPPORT OR CONTROL EQUIPMENT USED THEREWITH), AIRCRAFT PARTS AND GOODS OR PRODUCTS INSTALLLED IN OR ON AIRCRAFT OR USED IN CONNECTION WITH AIRCRAFT, MANUFACTURED, SOLD, HANDLED OR DISTRIBUTED BY THE NAMED ASSURED OR BY OTHERS TRADING UNDER THE ASSURED'S NAME. "AIRCRAFT PRODUCTS" INCLUDES TOOLING USED IN THE MANUFACTURE OF AIRCRAFT PRODUCTS, AND ALSO INCLUDES GROUND HANDLING TOOLS AND EQUIPMENT, TRAINING AIDS, INSTRUCTIONS, MANUALS, BLUEPRINTS, ENGINEERING AND OTHER DATA, ENGINEERING AND OTHER ADVICE AND SERVICES AND LABOR RELATING TO AIRCRAFT PRODUCTS.

13. GROUNDING

"GROUNDING" MEANS THE WITHDRAWAL, AT OR ABOUT THE SAME TIME, IN THE INTEREST OF SAFETY, OF ONE OR MORE AIRCRAFT FROM FLIGHT OPERATIONS BECAUSE OF A LIKE CONDITION OR SUSPICION THEREOF IN TWO OR MORE SUCH AIRCRAFT WHETHER SUCH AIRCRAFT SO WITHDRAWN ARE OWNED OF OPERATED BY THE SAME OR DIFFERENT PERSONS, FIRMS OR CORPORATIONS. A GROUNDING SHALL BE DEEMED TO COMMENCE ON THE DATE OF AN ACCIDENT OR OCCURENCE WHICH DISCLOSES SUCH CONDITIONS, OR ON THE DATE AN AIRCRAFT IS FIRST WITHDRAWN FROM SERVICE ON ACCOUNT OF SUCH CONDITION, WHICHEVER FIRST OCCURS.

EXCLUSIONS

THIS POLICY SHALL NOT APPLY:

- 1. A. TO INDEMNIFY ANY INSURED WHOSE DISHONESTY OR FRAUD, COMMITTED INDIVIDUALLY OR IN COLLUSION WITH OTHERS, CAUSED THE LOSS FOR WHICH THE ASSURED SEEKS INDEMNITY; NOR
 - B. TO INDEMNIFY ANY INSURED AGAINST CLAIMS BASED UPON ANY INTENTIONAL NON-COMPLIANCE WITH ANY STATUTE OR REGULATION UNLESS SUCH CLAIM(S) BE FOR DAMAGES OCCASIONED BY ACTUAL OR ALLEGED BODILY INJURY (FATAL OR OTHERWISE) OR PHYSICAL LOSS OF, DAMAGE TO, AND/OR LOSS OF USE OF TANGIBLE PROPERTY; NOR
 - C. TO INDEMNIFY ANY INSURED IN RESPECT OF ANY CRIMINAL FINES OR CRIMINAL PENALTIES INCURRED THROUGH THE CRIMINAL ACT OF THAT INSURED.
- 2. WITH RESPECT TO ADVERTISING ACTIVITIES TO CLAIMS AGAINST THE INSURED:-
 - A. FOR FAILURE OF PERFORMANCE OF CONTRACT, BUT THIS SHALL NOT RELATE TO CLAIMS FOR UNAUTHORIZED APPROPRIATION OF IDEAS BASED UPON ALLEGED BREACH OF AN IMPLIED CONTRACT;
 - · B. BY ADVERTISING AGENTS OF THE ASSURED;
 - C. FOR INFRINGEMENT OF REGISTERED TRADE MARK, SERVICE MARK OR TRADE NAME BY USE THEREOF AS THE REGISTERED TRADE MARK, SERVICE MARK OR TRADE NAME OF GOODS OR SERVICE SOLD, OFFERED FOR SALE OR ADVERTISED, BUT THIS SHALL NOT RELATE TO TITLES OR SLOGANS;
 - D. FOR INCORRECT DESCRIPTION OF ANY ARTICLE OR COMMODITY;
 - E. FOR MISTAKE IN ADVERTISED PRICE.
- 3. TO ANY CLAIM(S) MADE BY ANY NATIONAL, STATE OR LOCAL GOVERNMENT SUB-DIVISIONS OR AGENCIES THEREOF, UNLESS SUCH CLAIM(S) BE FOR DAMAGES OCCASIONED BY ACTUAL OR ALLEGED PERSONAL AND/OR BODILY INJURY (FATAL OR OTHERWISE), PHYSICAL LOSS OF, DAMAGE TO AND/LOSS OF USE OF TANGIBLE PROPERTY.

4. TO ANY CLAIM(S) OR SUIT(S) ALLEGING VIOLATION OF THE ANTITRUST LAWS, UNFAIR COMPETITION OR OTHER ACTS ALLEGEDLY IN RESTRAINT OF TRADE.

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5. TO ANY STOCKHOLDER'S DERIVATIVE ACTION(S).

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- 6. TO CLAIMS FOR NON-PAYMENT OR DELAY IN PAYMENT OF CHARTER HIRE; NON-PAYMENT OR DELAY IN PAYMENT OF LOANS, MORTGAGES, PROMISSORY NOTES, CHEQUES, DRAFTS OR OTHER EVIDENCE OF DEBT.
- 7. TO CLAIMS FOR INFRINGEMENT OF PATENT(S); UNAUTHORIZED USE OF TRADE MARK(S) OR TRADE NAME(S); MISAPPROPRIATION OF DESIGN(S), DRAWING(S), PROCESS(ES) OR PROCEDURE(S) OR TO CLAIMS BASED ON MISAPPROPRIATION OF MINERALS OR NON-PAYMENT OF MINERAL ROYALTIES.
- 8. A. TO LOSS, DAMAGE OR LIABILITY DIRECTLY OR INDIRECTLY OCCASIONED BY, HAPPENING THROUGH OR IN CONSEQUENCE OF WAR, INVASION, ACTS OR FOREIGN ENEMIES, HOSTILITIES (WHETHER WAR BE DECLARED OR NOT), CIVIL WAR, REBELLION, REVOLUTION, INSURRECTION, MILITARY OR USURPED POWER OR CONFISCATION OR NATIONALIZATION OR REQUISITION OR DESTRUCTION OF OR DAMAGE TO PROPERTY BY OR UNDER THE ORDER OF ANY GOVERNMENT OR PUBLIC OR LOCAL AUTHORITY.
 - B. NEVERTHELESS, THIS EXCLUSION SHALL NOT APPLY, EXCEPT AS PROVIDED IN (C) BELOW, TO LIABILITIES:
 - (1) ARISING IN CONNECTION WITH VESSELS OWNED, CHARTERED, HIRED OR OTHERWISE USED BY THE INSURED.
 - (2) ARISING OUT OF PROPERTY OF ANY KIND IN TRANSIT BY LAND, WATER OR AIR DURING SUCH PERIODS AS WOULD BE COVERED FOR FULL WAR RISKS UNDER AN INSURANCE COVERING PHYSICAL LOSS OF OR DAMAGE TO CARGO SUBJECT TO THE INSTITUTE WAR CLAUSES RELEVANT TO THE PARTICULAR FORM OF TRANSIT.
 - (3) ARISING OUT OF ANY WATERBORNE OPERATIONS.
 - (4) TO SEAMEN OR UNDER WORKERS' COMPENSATION STATUTES.
 - (5) FOR DEATH OF OR BODILY INJURY TO PERSONS OF ANY KIND.

C. NOTWITHSTANDING THE PROVISIONS OF (B) ABOVE, THE CLAUSE SET OUT IN (A) ABOVE SHALL APPLY TO THE LIABILITIES SET OUT IN (B) ABOVE:

C.

- (1) UNLESS SOONER APPLIED UNDER THE PROVISIONS OF (2) OR (3), AUTOMATICALLY UPON AND SIMULTANEOUSLY WITH THE OUTBREAK OF WAR (WHETHER THERE BE DECLARATION OF WAR OR NOT) BETWEEN ANY OF THE FOLLOWING COUNTRIES: UNITED STATES OF AMERICA, UNITED KINGDOM, FRANCE, THE UNION OF SOVIET SOCIALIST REPUBLICS, THE PEOPLE'S REPUBLIC OF CHINA.
- (2) AT ANY TIME AT THE INSURED'S REQUEST, OR BY UNDERWRITERS GIVING 14 DAYS WRITTEN NOTICE TO THE ASSURED, BUT IN NO EVENT SHALL SUCH NOTICE AFFECT OR POSTPONE THE OPERATIONS OF THE PROVISIONS OF (1) or (3). WRITTEN OR TELEGRAPHIC NOTICE SENT TO THE INSURED AT HIS (ITS) LAST KNOWN ADDRESS SHALL CONSTITUTE A COMPLETE NOTICE AND SUCH NOTICE MAILED OR TELEGRAPHED TO THE SAID INSURED, CARE OF THE BROKER WHO NEGOTIATED THIS INSURANCE, SHALL HAVE THE SAME EFFECT AS IF SENT TO THE SAID INSURED DIRECT. THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE AND THE EFFECTIVE DATE AND HOUR OF THE OPERATION OF THE CLAUSE SET OUT IN (A) ABOVE SHALL BE 14 DAYS FROM MIDNIGHT OF THE DAY ON WHICH SUCH NOTICE WAS MAILED OR TELEGRAPHED AS AFORESAID. UNDERWRITERS AGREE, HOWEVER, THAT THE CLAUSE SET OUT IN (A) ABOVE SHALL NOT APPLY SUBJECT TO AGREEMENT BETWEEN UNDERWRITERS AND THE INSURED PRIOR TO THE AFORESAID EFFECTIVE DATE AND HOUR AS TO AN ADDITIONAL PREMIUM AND/OR NEW CONDITIONS AND/OR WARRANTIES.
 - ONLESS SOONER TERMINATED UNDER THE PROVISIONS OF (1) OR (2), AUTOMATICALLY IN RESPECT OF ANY INSURED VESSEL IF AND WHEN SUCH VESSEL IS REQUISITIONED, EITHER FOR TITLE OR USE, BY THE GOVERNMENT OF THE UNITED STATES OR OF THE COUNTRY IN WHICH THE VESSEL IS OWNED OR REGISTERED OR OF THE COUNTRY IN WHICH ANY SUCH RIGHT OF REQUISITION IS VESTED.

IF SUBSEQUENT TO THE AGREEMENT OF AN ADDITIONAL PREMIUM AS PROVIDED BY PARAGRAPH (2) ABOVE, EITHER THE INSURED OR UNDERWRITERS AGAIN ELECT TO EXERCISE THE OPTION PROVIDED THEREIN, OR PARAGRAPHS (1) OR (3) BECOME OPERATIVE, PRO RATA NET RETURN OF THE ADDITIONAL PREMIUM PAID SHALL BE REFUNDED TO THE INSURED.

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SUCH RETURN PREMIUM WILL BE PAID ON DEMAND OR AS SOON THEREAFTER AS PRACTICABLE TO DO SO.

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9. TO LIABILITY OR EXPENSES UNDER THE EMPLOYEES RETIREMENT INCOME SECURITY ACT (ERISA).

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- 10. EXCEPT TO THE EXTENT THAT COVERAGE IS AVALIABLE TO THE INSURED IN UNDERLYING INSURANCE, TO LIABILITY FROM OWNERSHIP, USE OR OPERATION OF DRILLING RIGS, DRILLING BARGES, DRILLING TENDERS, PLATFORMS, BUT THIS EXCLUSION SHALL NOT APPLY TO CRAFT SERVING THE FOREGOING SUCH AS CREW, SUPPLY, OR UTILITY BOATS, TENDERS OR TUGS.
- 11. TO INJURY, SICKNESS, DISEASE, DEATH OR DESTRUCTION:
 - A. WITH RESPECT TO WHICH AN INSURED UNDER THE POLICY IS ALSO AN INSURED UNDER A NUCLEAR ENERGY LIABILITY POLICY ISSUED BY THE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION, MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS OR NUCLEAR INSURANCE ASSOCIATION OF CANADA, OR WOULD BE AN INSURED UNDER ANY SUCH POLICY BUT FOR ITS TERMINATION UPON EXHAUSTION OF ITS LIMIT OF LIABILITY, OR
 - B. RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL AND WITH RESPECT TO WHICH (1) ANY PERSON OR ORGANIZATION IS REQUIRED TO MAINTAIN FINANCIAL PROTECTION PURSUANT TO THE ATOMIC ENERGY ACT OF 1954, OR ANY LAW AMENDATORY THEREOF, OR (II) THE INSURED IS, OR HAD THIS POLICY NOT BEEN ISSUED WOULD BE, ENTITLED TO INDEMNITY FROM THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOF, UNDER ANY AGREEMENT ENTERED INTO BY THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOF, WITH ANY PERSON OR ORGANIZATION, OR
 - C. RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL, IF (1) THE NUCLEAR MATERIAL IS AT ANY NUCLEAR FACILITY OWNED BY, OR OPERATED BY OR ON BEHALF OF, AN INSURED OR HAS BEEN DISCHARGED OR DISPERSED THEREFROM; (II) THE NUCLEAR MATERIAL IS CONTAINED IN SPENT FUEL OR WASTE AT ANY TIME POSSESSED, HANDLED, USED, PROCESSED, STORED, TRANSPORTED OR DISPOSED OF BY OR ON BEHALF OF AN INSURED; OR (III) THE INJURY, SICKNESS, DISEASE, DEATH OR DESTRUCTION ARISES

OUT OF THE FURNISHING BY AN INSURED OF SERVICE, MATERIALS, PARTS OR EQUIPMENT IN CONNECTION WITH THE PLANNING, CONSTRUCTION, MAINTENANCE OPERATION OR USE OF ANY NUCLEAR FACILITY, BUT IF SUCH FACILITY IS LOCATED WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS OR CANADA, THIS EXCLUSION (III) APPLIES ONLY TO INJURY TO OR DESTRUCTION OF PROPERTY AT SUCH NUCLEAR FACILITY.

- 12. AS RESPECTS ACTIVITIES OF THE INSURED (EXCEPT LIABILITY ARISING OUT OF OWNERSHIP, CHARTER, USE, OPERATION, MAINTENANCE, LOADING, UNLOADING OR AS A BAILEE OF ANY WATERCRAFT) EXCEPT INSOFAR AS INSURANCE IS AVAILABLE TO THE INSURED IN UNDERLYING INSURANCE, OR SUBJECT TO A MINIMUM SELF-INSURED RETENTION OF \$1,000,000 EACH ACCIDENT OR OCCURRENCE, WITH RESPECT TO THE LIABILITY OF THE INSURED ARISING OUT OF:
 - A. TO CLAIM(S) MADE BECAUSE OF THE VIOLATION OF ANY STATUE, LAW, ORDINANCE OR REGULATION PROHIBITING DISCRIMINATION OR HUMILIATION BECAUSE OF RACE, CREED, COLOR, NATIONAL ORIGIN, AGE AND/OR SEX;
 - B. TO PROPERTY OWNED OR OCCUPIED BY OR RENTED TO OR USED BY OR IN THE CARE, CUSTODY OR CONTROL OF THE INSURED OR AS TO WHICH THE INSURED IS FOR ANY PURPOSE EXERCISING PHYSICAL CONTROL;
 - C. PRODUCTS HAZARDS;

- D. COMPLETED OPERATIONS HAZARDS;
- E. CONTRACTUAL LIABILITY:
- F. TO THE OWNERSHIP, MAINTENANCE, OPERATION, USE LOADING OR UNLOADING OF ANY AIRCRAFT OWNED, OPERATED BY, RENTED TO, OR LOANED TO ANY INSURED OR OPERATED BY ANY PERSON IN THE COURSE OF HIS EMPLOYMENT BY AN INSURED;
- G. FROM THE FAILURE OF THE INSURED'S PRODUCTS OR WORK COMPLETED BY OR FOR THE INSURED TO PERFORM THE FUNCTION OR SERVE THE PURPOSE INTENDED BY THE INSURED, ONLY IF SUCH FAILURE IS DUE TO A MISTAKE OR DEFICIENCY IN ANY DESIGN, FORMULA, PLAN, SPECIFICATIONS, ADVERTISING MATERIAL OR PRINTED INSTRUCTIONS PREPARED OR DEVELOPED BY ANY INSURED EXCEPT WITH RESPECT TO BODILY INJURY OR PROPERTY DAMAGE AS A RESULT OF SAID FAILURE.



13. TO LIABILITY ARISING DIRECTLY OR INDIRECTLY IN CONSEQUENCE OF THE ACTUAL OR POTENTIAL DISCHARGE, DISPERSAL, RELEASE, OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIES, PETROLEUM PRODUCTS OR DERIVATIVES, LIQUIDS OR GASES, WASTE MATERIALS, SEWERAGE OR OTHER TOXIC CHEMICALS, IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER, BUT THIS EXCLUSION SHALL NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE ARISES FROM A SUDDEN AND ACCIDENTAL PROXIMATE CAUSE.

CONDITIONS

1. GEOGRAPHICAL LIMITS

THE POLICY COVERS THE OPERATIONS OF THE INSURED ANYWHERE IN THE WORLD.

2. CROSS LIABILITY

IN THE EVENT OF ONE OF THE INSUREDS INCURRING LIABILITY TO ANY OTHER OF THE INSUREDS, THIS POLICY SHALL COVER THE INSURED AGAINST WHOM CLAIM IS OR MAY BE MADE IN THE SAME MANNER AS IF SEPARATE POLICIES HAD BEEN ISSUED TO EACH INSURED. NOTHING CONTAINED HEREIN SHALL OPERATE TO INCREASE UNDERWRITERS' LIMIT OF LIABILITY AS SET FORTH IN INSURING AGREEMENT 2.

3. NOTICE OF OCCURRENCE

IN THE EVENT OF AN OCCURRENCE, CLAIM OR SUIT NOTICE SHALL BE GIVEN TO THE COMPANY OR ITS AGENTS AS SOON AS PRACTICABLE AFTER DILLINGHAM CORPORATE RISK MANAGEMENT, 1990 N. CALIFORNIA BOULEVARD, SUITE 930, WALNUT CREEK, CA 94596-3789, BECOMES AWARE OF SUCH OCCURRENCE, CLAIM OR SUIT. THE RIGHTS OF THE NAMED INSURED SHALL NOT BE PREJUDICED UNDER THIS POLICY IF THERE IS A FAILURE TO GIVE NOTICE OF AN OCCURRENCE, CLAIM OR SUIT WHICH AT THE TIME OF ITS HAPPENING DID NOT APPEAR TO INVOLVE THIS POLICY, BUT WHICH AT A LATER DATE WOULD APPEAR TO GIVE RISE TO CLAIMS THEREUNDER.

4. ASSISTANCE AND CO-OPERATION

THE COMPANY SHALL NOT BE CALLED UPON TO ASSUME CHARGE OF THE SETTLEMENT OR DEFENSE OF ANY CLAIM MADE OR SUIT BROUGHT OR PROCEEDING INSTITUTED AGAINST THE INSURED, BUT THE COMPANY SHALL HAVE THE RIGHT AND SHALL BE GIVEN THE OPPORTUNITY TO ASSOCIATE WITH THE INSURED OR THE INSURED'S UNDERLYING INSURERS.

5. APPEALS

IN THE EVENT THE INSURED OR THE INSURED'S UNDERLYING INSURERS ELECT NOT TO APPEAL A JUDGMENT IN EXCESS OF THE UNDERLYING LIMIT, THE COMPANY MAY ELECT TO MAKE SUCH APPEAL AT THEIR COST AND EXPENSE, AND SHALL BE LIABLE FOR THE TAXABLE COSTS AND DISBURSEMENTS AND INTEREST INCIDENTAL THERETO, BUT IN NO EVENT SHALL THE LIABILITY OF THE COMPANY FOR ULTIMATE NET LOSS EXCEED THE AMOUNT SET FORTH IN INSURING AGREEMENT 2 FOR ANY

ONE OCCURRENCE AND IN ADDITION THE COST AND EXPENSE OF SUCH APPEAL AND, PLUS THE TAXABLE COSTS AND DISBURSEMENTS AND INTEREST INCIDENTAL THERETO.

6. BANKRUPTCY OR INSOLVENCY

IN THE EVENT OF THE BANKRUPTCY OR INSOLVENCY OF THE INSURED OR ANY ENTITY COMPRISING THE INSURED, THE COMPANY SHALL NOT BE RELIEVED THEREBY OF THE PAYMENT OF ANY CLAIM HEREUNDER BECAUSE OF SUCH BANKRUPTCY OR INSOLVENCY.

7. OTHER INSURANCE

IF OTHER VALID AND COLLECTIBLE INSURANCE WITH ANY OTHER INSURER IS AVAILABLE TO THE INSURED COVERING A LOSS ALSO COVERED BY THE POLICY, OTHER THAN INSURANCE THAT IS IN EXCESS OF THE INSURANCE AFFORDED BY THIS POLICY, THE INSURANCE AFFORDED BY THIS POLICY SHALL BE IN EXCESS OF AND SHALL NOT CONTRIBUTE WITH SUCH OTHER INSURANCE, EITHER AS DOUBLE INSURANCE OR OTHERWISE. NOTHING HEREIN SHALL BE CONSTRUED TO MAKE THIS POLICY SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF OTHER INSURANCE.

8. SUBROGATION

IN THE EVENT OF ANY PAYMENT UNDER THIS POLICY, THE COMPANY SHALL BE SUBROGATED TO ALL OF THE INSURED'S RIGHTS OR RECOVERY THEREFORE AGAINST ANY PERSON OR ORGANIZATION AND THE INSURED SHALL EXECUTE AND DELIVER ALL NECESSARY INSTRUMENTS AND PAPERS, PROVIDED, NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONDITION, THE COMPANY AGREES TO WAIVE ALL RIGHTS AGAINST ANY PARTY INCLUDED AS AN INSURED HEREUNDER OR RELEASED BY AGREEMENT AND THIS INSURANCE SHALL NOT BE PREJUDICED IF THE INSURED BE UNABLE, BY REASON OF ANY SUCH AGREEMENT PRIOR TO LOSS TO SUBROGATE TO THE COMPANY THE RIGHTS OF RECOVERY AGAINST ANY PARTY.

INASMUCH AS THIS POLICY IS "EXCESS COVERAGE", THE INSURED'S RIGHT OF RECOVERY AGAINST ANY PERSON OR OTHER ENTITY CANNOT BE EXCLUSIVELY SUBROGATED TO THE COMPANY. IT IS, THEREFORE, UNDERSTOOD AND AGREED THAT IN CASE OF ANY PAYMENT HEREUNDER, THE COMPANY WILL ACT IN CONCERT WITH ALL OTHER INTERESTS (INCLUDING THE INSURED) CONCERNED, IN THE EXERCISE OF SUCH RIGHTS OF RECOVERY. THE APPORTIONING OF ANY AMOUNTS WHICH MAY BE SO RECOVERED SHALL FOLLOW THE

PRINCIPLE THAT ANY INTERESTS (INCLUDING THE INSURED)
THAT SHALL HAVE PAID AN AMOUNT OVER AND ABOVE ANY
PAYMENT HEREUNDER, SHALL FIRST BE REIMBURSED UP TO THE
AMOUNT PAID BY THEM; THE COMPANY IS THEN TO BE
REIMBURSED UP THE AMOUNT PAID BY THEM; THE COMPANY IS
THEN TO BE REIMBURSED OUT OF ANY BALANCE REMAINING UP
THE AMOUNT PAID HEREUNDER; LASTLY, THE INTERESTS
(INCLUDING THE INSURED) OF WHOM THIS COVERAGE IS IN
EXCESS ARE ENTITLED TO CLAIM THE RESIDUE, IF ANY.
EXPENSES NECESSARY TO THE RECOVERY OF ANY SUCH AMOUNTS
SHALL BE APPORTIONED AMONG THE INTERESTS (INCLUDING
THE INSURED) CONCERNED, IN THE RATIO OF THEIR
RESPECTIVE RECOVERIES AS FINALLY SETTLED.

9. ASSIGNMENT

ASSIGNMENT OF INTEREST UNDER THIS POLICY SHALL NOT BIND THE COMPANY UNTIL THEIR CONSENT IS ENDORSED HEREON.

10. CURRENCY

THE PREMIUMS AND LOSSES UNDER THIS POLICY ARE PAYABLE IN UNITED STATES CURRENCY.

11. CONFLICTING STATUTES

IN THE EVENT THAT ANY PROVISION OF THIS POLICY IS UNENFORCEABLE BY THE INSURED UNDER THE LAWS OF ANY STATE OR OTHER JURISDICTION WHEREIN IT IS CLAIMED THAT THE INSURED IS LIABLE FOR ANY INJURY COVERED HEREBY, BECAUSE OF NON-COMPLIANCE WITH ANY STATUTE THEREOF, THEN THIS POLICY SHALL BE ENFORCEABLE BY THE INSURED WITH THE SAME EFFECT AS IF IT COMPLIED WITH SUCH STATUTE.

12. AUTOMATIC ACQUISITION CLAUSE

IT IS HEREBY UNDERSTOOD AND AGREED THIS POLICY SHALL AUTOMATICALLY APPLY TO VESSEL(S) OR CRAFT(S) WHICH THE NAMED INSURED MAY ACQUIRE THROUGH PURCHASE OR BAREBOAT CHARTER PROVIDED SUCH ACQUISITIONS ARE REPORTED PER THE TERMS AND CONDITIONS OF THE APPLICABLE PRIMARY POLICY(S). IDENTIFIED IN THE SCHEDULE OF UNDERLYING IT IS FURTHER UNDERSTOOD AND AGREED THE MINIMUM UNDERLYING INSURANCE(S) APPLICABLE TO SUCH ACQUISITIONS SHALL BE \$1,000,000 OR THE HULL VALUE, WHICHEVER SHALL BE GREATER.

13. CANCELLATION

THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY WRITTEN NOTICE STATING WHEN NOT LESS THAN 90 DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. MAILING NOTICE, AS PREVIOUSLY STATED, SHALL BE SUFFICIENT PROOF OF NOTICE. THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING. CANCELLATION BY EITHER PARTY SHALL BE COMPUTED ON A PRO RATA BASIS. PREMIUM ADJUSTMENT MAY BE MADE AT THE TIME CANCELLATION BECOMES EFFECTIVE; BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

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14. NONRENEWAL OR MATERIAL CHANGE

IF THIS COMPANY ELECTS NOT TO RENEW THIS POLICY, OR TO AFFECT A MATERIAL CHANGE, IT SHALL MAIL TO THE INSURED WRITTEN NOTICE OF SUCH NONRENEWAL OR MATERIAL CHANGE, NOT LESS THAN NINETY (90) DAYS PRIOR TO THE POLICY EXPIRATION DATE OR PROPOSED DATE OF CHANGE.

15. MAINTENANCE OF UNDERLYING INSURANCE

- A. IT IS A CONDITION OF THIS POLICY THAT THE POLICY OR POLICIES REFERRED TO IN THE ATTACHED "SCHEDULE OF UNDERLYING INSURANCES" SHALL BE MAINTAINED IN FULL EFFECT DURING THE CURRENCY OF THIS POLICY EXCEPT FOR ANY REDUCTION OF THE AGGREGATE LIMIT OR LIMITS CONTAINED THEREIN SOLELY BY PAYMENT OF CLAIMS IN RESPECT OF ACCIDENTS AND/OR OCCURRENCES, OCCURRING DURING THE PERIOD OF THIS POLICY.
- B. INADVERTENT FAILURE OF THE INSURED TO COMPLY WITH (A) ABOVE OR INADVERTENT FAILURE TO NOTIFY UNDERWRITERS OF ANY CHANGES IN THE UNDERLYING INSURANCES SHALL NOT PREJUDICE THE INSURED'S RIGHTS OF RECOVERY UNDER THIS POLICY BUT IN THE EVENT OF SUCH FAILURE, UNDERWRITERS TO BE LIABLE ONLY TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH THE SAID CONDITION.

- C. IN THE EVENT OF AN UNDERLYING WAR RISKS INSURANCE BEING CANCELLED BY THE UNDERWRITERS THEREON UNDER THE TERMS OF THE CANCELLATION CLAUSE THEREIN, SUCH CANCELLATION SHALL NOT CONSTITUTE A BREACH OF (A) ABOVE, BUT UNDERWRITERS TO BE LIABLE HEREUNDER ONLY TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THAT UNDERLYING WAR RISKS INSURANCE NOT BEEN CANCELLED. NOTHING IN THE FOREGOING SENTENCE SHALL BE DEEMED TO AFFECT THE APPLICATION OF EXCLUSION NO. 8 HEREUNDER.
- 16. ERRORS IN DESCRIPTION OR OMISSION IN SCHEDULING UNDERLYING INSURANCE (S)

ANY ERROR OR UNINTENTIONAL OMISSION, WHETHER ON THE PART OF THE COMPANY OR THE INSURED, IN LISTING ANY UNDERLYING POLICY OR IN THE DESCRIPTION OF ANY UNDERLYING POLICY SHALL NOT INVALIDATE THE INSURANCE AFFORDED UNDER THIS POLICY AND SHALL COVER IN THE SAME WAY AS THOUGH ALL UNDERLYING POLICIES HAD BEEN PROPERLY LISTED AND DESCRIBED.

∠ 17. BROAD AS PRIMARY

- A. IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF LOSS FOR WHICH THE INSURED HAS COVERAGE UNDER THE UNDERLYING INSURANCE SET OUT IN THE ATTACHED SCHEDULE, THE EXCESS OF WHICH WOULD BE RECOVERABLE HEREUNDER EXCEPT FOR TERMS AND CONDITIONS OF THIS POLICY WHICH ARE NOT CONSISTENT WITH THE UNDERLYING, THEN NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS POLICY SHALL BE AMENDED TO FOLLOW THE TERMS AND CONDITIONS OF THE APPLICABLE UNDERLYING INSURANCE IN RESPECT OF SUCH LOSS. THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE NUCLEAR ENERGY LIABILITY.
- B. ALL DEFINITIONS CONTAINED HEREIN SHALL NOT OPERATE TO RESTRICT COVERAGE IN THE EVENT THAT BROADER TERMS ARE PROVIDED BY AN UNDERLYING POLICY.

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED IS COMPLETED TO READ AS FOLLOWS:

DILLINGHAM CORPORATION, ITS SUBSIDIARIES, ASSOCIATED AND AFFILIATED COMPANIES, PARTNERSHIPS, SPONSORED JOINT VENTURES, AND ANY INTEREST OF DILLINGHAM ONLY IN NONSPONSORED JOINT VENTURES, AND ANY COMPANY OR ORGANIZATION COMING UNDER THE INTEREST OR CONTROL OR ACTIVE MANAGEMENT OF ANY OF THEM, AND ANY ENTITY OR PARTY REQUIRED TO BE INSURED UNDER ANY CONTRACT OR AGREEMENT OR WHICH IT MAY AGREE TO INSURE, AS NOW OR HEREAFTER CONSTITUTED.

All other terms and conditions remain unchanged			
Effective date of this endorsement is: MAY 1, 1982	☐ NEW HAMPSHIRE INSURANCE CO.		
Attached to and forming part of No. 6182-9425	■ GRANITE STATE INSURANCE COMPANY		
Issued to: DILLINGRAM CORPORATION, ET AL	C. V. STARR & CO. Underwriting Managers		
Dated AUGUST 20, 1982 ENDT.#1	Ву		
22007A (#EV 1770)	H/O COPY GSIC 002503		



COVERAGE	CARRIER	LIMITS
GENERAL LIABILITY	AETNA CASUALTY AND SURETY COMPANY	\$1,000,000. CSL EACH OCCURRENC \$1,000,000. AGGREGATE FOR PERS INJURY
		\$5,000,000. AGGREGATE WHERE APPLICABLE EXCLUDING PERSONAL INJURY AND CAL-GAS \$5,000,000. AGGREGATE WHERE APPLICABLE APPLYING SEPARATEL
		FOR CAL-GAS
PROFESSIONAL LIABILITY	AETNA CASUALTY AND SURETY COMPANY	\$1,000,000. CSL EACH CLAIM \$5,000,000. AGGREGATE
EMPLOYEE BENEFITS LIABILITY	AETNA CASUALTY AND SURETY COMPANY	\$1,000,000. EACH EMPLOYEE \$5,000,000. AGGREGATE
AUTOMOBILE LIABILITY	AETNA CASUALTY AND SURETY COMPANY	\$1,000,000. CSL EACH OCCURREN
CAL-GAS' INTEREST IN LONGHORN OIL & GAS COMPANY JOINT VENTURE		
COST OF CONTROL AND REDRILLING AND POLLUTION	AMERICAS INSURANCE CO.	CAL-GAS' PORTION OF. \$10,000,000. PER OCCURRENCE
UMBRELLA LIABILITY	GULF INSURANCE CO.	CAL-GAS' PORTION OF \$2,000,000. PER OCCURRENCE \$2,000,000. AGGREGATE WHERE APPLICABLE
INSURED WORKERS' COMPENSATION INCLUDING STATE AND FEDERAL ACTS - EMPLOYERS' LIABILITY	AETNA CASUALTY AND SURETY COMPANY	\$1,000,000. EACH ACCIDENT \$1,000,000. AGGREGATE DISEASE ALL EMPLOYEES
EXCESS WORKERS' COMPENSATION INCLUDING STATE AND FEDERAL ACTS - EMPLOYERS' LIABILITY	AETNA CASUALTY AND SURETY COMPANY	\$900,000. EACH ACCIDENT EXCES \$100,000. SELF-INSURED RETEN \$900,000. AGGREGATE DISEASE, EMPLOYEES EXCESS
		\$100,000. SELF-INSURED RETEN EACH EMPLOYEE DISEASE
OWNED AIRCRAFT LIABILITY	UNITED STATES AIRCRAFT INSURANCE GROUP	\$10,000,000. CSL PER OCCURRE
NON-OWNED AIRCRAFT LIABILITY	UNITED STATES AIRCRAFT INSURANCE GROUP	\$1,000,000. CSL PER OCCURREN
ISSUED TO: DILLINGHAM CORPORA EFFECTIVE MAY 1		
ATTACHING TO AND BECOMING	182-9425	C.V. STARR & COMPANY UNDERWRITING MANAGERS

(CONTINUED)

COVERAGE

CARRIER

LIMITS

GENERAL AND AUTOMOBILE LIABILITY INCLUDING PROFESSIONAL LIABILITY STATE OF PENNSYLVANIA

INSURANCE COMPANY OF THE \$1,000,000. CSL PER OCCURRENCE \$2,000,000. ANNUAL AGGREGATE

(WORLDWIDE)

INSURANCE COMPANY OF THE \$1,000,000. EACH ACCIDENT

WORKERS' COMPENSATION -EMPLOYERS' LIABILITY (WORLDWIDE)

STATE OF PENNSYLVANIA

UMBRELLA LIABILITY (DILLINGHAM CONSTRUCTION INT'L AND TOWELL JOINT VENTURE)

VARIOUS

\$29,000,000. PER OCCURRENCE \$29,000,000. AGGREGATE EXCESS

OF UNDERLYING

INDIVIDUAL POLICIES ISSUED FOR SPECIFIC JOINT VENTURE AND FOREIGN UNDERLYING POLICIES ISSUED LOCALLY ON FILE WITH COMPANY

ISSUED TO: DILLINGHAM CORPORATION, ET AL EFFECTIVE MAY 1, 1982 ATTACHING TO AND BECOMING PART OF GRANITE STATE NO. 6182-9425

C.V. STARR & COMPANY UNDERWRITING MANAGERS

COVERAGE CARRIER LIMITS .

GENERAL LIABILITY

AETNA CASUALTY AND

SURETY COMPANY

\$1,000,000. CSL EACH OCCURRENCE

\$1,000,000. AGGREGATE FOR

PERSONAL INJURY

\$5,000,000. AGGREGATE WHERE APPLICABLE EXCLUDING PERSONAL

INJURY AND CAL-GAS

\$5,000,000. AGGREGATE WHERE APPLICABLE APPLYING SEPARATELY

FOR CAL-GAS

PROFESSIONAL LIABILITY

AETNA CASUALTY AND SURETY COMPANY

\$500,000. EACH CLAIM

EMPLOYEE BENEFITS LIABILITY

AETNA CASUALTY AND

\$1,000,000. EACH EMPLOYEE

SURETY COMPANY

\$5,000,000. AGGREGATE

AUTOMOBILE LIABILITY

AETNA CASUALTY AND SURETY COMPANY

\$1,000,000. CSL EACH OCCURRENCE

CAL-GAS' INTEREST IN LONGHORN OIL & GAS COMPANY JOINT VENTURE

UMBRELLA LIABILITY

COST OF CONTROL, REDRILLING

AMERICAS INSURANCE CO.

CAL-GAS' PORTION OF

\$10,000,000. PER OCCURRENCE

AND POLLUTION

GULF INSURANCE CO.

CAL-GAS' PORTION OF

\$2,000,000. PER OCCURRENCE \$2,000,000. AGGREGATE WHERE

APPLICABLE

INSURED WORKERS' COMPENSATION INCLUDING STATE AND FEDERAL ACTS - EMPLOYERS' LIABILITY

AETNA CASUALTY AND SURETY COMPANY

\$1,000,000. EACH ACCIDENT \$1,000,000. AGGREGATE DISEASE,

ALL EMPLOYEES

EXCESS WORKERS' COMPENSATION INCLUDING STATE AND FEDERAL

ACTS - EMPLOYERS' LIABILITY

AETNA CASUALTY AND SURETY COMPANY

\$900,000. EACH ACCIDENT EXCESS \$100,000. SELF INSURED RETENTI

\$900.000. AGGREGATE DISEASE, A

EMPLOYEES EXCESS

\$100,000. SELF-INSURED RETENTI

EACH EMPLOYEE DISEASE

OWNED AIRCRAFT

UNITED STATES AIRCRAFT INSURANCE GROUP

\$10,000,000. CSL PER OCCURRENC

NON-OWNED AIRCRAFT LIABILITY

UNITED STATES AIRCRAFT INSURANCE GROUP

\$1,000,000. CSL PER OCCURRENCE

ISSUED TO: DILLINGHAM CORPORATION, ET AL EFFECTIVE JUNE 1, 1982

ATTACHING TO AND BECOMING

PART OF GRANITE STATE NO. 6182-9425

> C.V. STARR & COMPANY UNDERWRITING MANAGERS

(CONTINUED)

COVERAGE

CARRIER

LIMITS

GENERAL AND AUTOMOBILE LIABILITY

(WORLDWIDE)

STATE OF PENNSYLVANIA

INSURANCE COMPANY OF THE \$1,000,000. CSL PER OCCURRENCE \$2,000,000. ANNUAL AGGREGATE

PROFESSIONAL LIABILITY (WORLDWIDE)

STATE OF PENNSYLVANIA

INSURANCE COMPANY OF THE \$500,000. EACH OCCURRENCE

WORKERS' COMPENSATION -EMPLOYERS' LIABILITY

(WORLDWIDE)

STATE OF PENNSYLANIA

INSURANCE COMPANY OF THE \$1,000,000. EACH ACCIDENT

UMBRELLA LIABILITY

(DILLINGHAM CONSTRUCTION INT'L. AND TOWELL JOINT VENTURE)

VARIOUS

\$29,000,000. PER OCCURRENCE \$29,000,000. AGGREGATE EXCESS

OF UNDERLYING

INDIVIDUAL POLICIES ISSUED FOR SPECIFIC JOINT VENTURES AND FOREIGN UNDERLYING POLICIES ISSUED LOCALLY ON FILE WITH COMPANY

ISSUED TO: DILLINGHAM CORPORATION, ET AL EFFECTIVE JUNE 1, 1982

ATTACHING TO AND BECOMING PART OF GRANITE STATENO. 6182-9425 C.V. STARR & COMPANY UNDERWRITING MANAGERS



(CONTINUED)

COVERAGE

CARRIER

LIMITS

GENERAL AND AUTOMOBILE LIABILITY

(WORLDWIDE)

STATE OF PENNSYLVANIA

INSURANCE COMPANY OF THE \$1,000,000. CSL PER OCCURRENCE \$2,000,000. ANNUAL AGGREGATE

PROFESSIONAL LIABILITY

(WORLDWIDE)

INSURANCE COMPANY OF THE \$500,000. EACH OCCURRENCE STATE OF PENNSYLVANIA

WORKERS' COMPENSATION -

EMPLOYERS' LIABILITY

STATE OF PENNSYLANIA

INSURANCE COMPANY OF THE \$1,000,000. EACH ACCIDENT

(WORLDWIDE)

UMBRELLA LIABILITY (DILLINGHAM CONSTRUCTION INT'L. AND TOWELL JOINT VENTURE)

VARIOUS

\$29,000,000. PER OCCURRENCE \$29,000,000. AGGREGATE EXCESS

OF UNDERLYING

INDIVIDUAL POLICIES ISSUED FOR SPECIFIC JOINT VENTURES AND FOREIGN UNDERLYING POLICIES ISSUED LOCALLY ON FILE WITH COMPANY

ISSUED TO: DILLINGHAM CORPORATION, ET AL EFFECTIVE JUNE 1, 1982

ATTACHING TO AND BECOMING PART OF GRANITE STATENO. 6182-9425

C.V. STARR & COMPANY UNDERWRITING MANAGERS

ERRORS & OMISSIONS - ARCHITECTS AND ENGINEERS

EXCLUSION

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT:

SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY
TO PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF:

- 1. THE PERFORMANCE OF PROFESSIONAL SERVICES AS AN ARCHITECT, ENGINEER OR LAND SURVEYOR OR LAND—SCAPE ARCHITECT BY OR ON BEHALF OF THE INSURED.
- 2. FAILURE TO PERFORM PROFESSIONAL SERVICES BY THE INSURED OR BY OTHERS FOR WHOSE FAILURE THE INSURED IS LEGALLY LIABLE.

All other terms and conditions remain unchanged		
Effective date of this endorsement is: MAY 1, 1982	□ NEW HAMPSH	IRE INSURANCE CO.
Attached to and forming part of No. 6182-9425	☐ GRANITE STA	TE INSURANCE COMPANY
Issued to: DILLINGHAM CORPORATION, ET AL	C. V. STARR 8 Underwriting N	
Dated AUGUST 20, 1982 ENDT.#3	θγ	
22897A (RCV (L/IS)	H/O COPY	GSIC 002509

THE PARTY

CANCELLATION ALL OTHERS

IT IS HEREDY	UNDERSTOOD AND AGREED	THAT, EXCEPT FOR	NONPAYMENT OF ANY
PREMIUM, THE	COMPANY SHALL PROVIDE	NINETY (90)	DAYS NOTICE
IN THE EVENT	OF CANCELLATION.		

All other terms and conditions remain oricinged	☐ NEW HAMPSHIRE INSURANCE CO.		
Effective date of this endorsement is: MAX 1, 1982			
Attached to and farming part of No. 6182-9425	GRANITE STATE INSURANCE COMPANY		
issued to: DILLINGHAM CORPORATION, ET AL	C. V. STARR & CO. Underwriting Managers		
Dated AUGUST 20, 1982 ENDT.#4	Ву		
\$2207A (##W 1/78)	H/O COPY GSIC 002510		

IT IS HEREBY UNDERSTOOD AND AGREED THAT NO COVERAGE APPLIES FOR ANY MARINE, GENERAL AVERAGE, SALVAGE, AND/OR PROTECTION AND INDEMNITY PERILS, AS WOULD BE COVERED UNDER AMERICAN HOME INSURANCE COMPANY POLICY NUMBER 82-400-H1

All other terms and conditions remain unchanged			
Effective date of this endorsement is: HAY 1, 1982	☐ NEW HAMPSHIRE INSURANCE CO.		
Attached to and forming part of No. 6182-9425	GRANITE STATE INSURANCE COMPANY		
Issued to: DILLINGHAM CORPORATION, ET AL	C. V. STARR & CO. Underwriting Managers		
Dated AUGUST 20, 1982 ENDT.#5	Ву		
TIMEN WIN	H/O COPY GSIC 002511		



PROPESSIONAL LIABILITY

RATE ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY IS TO BE ADJUSTED AT EXPIRATION BY APPLYING A RATE OF \$.314 PER \$100 ARCHITECTS AND/OR ENGINEERS PROFESSIONAL PAYROLL FOR THE PERIOD JUNE 1, 1982 TO MAY 1, 1983.

Effective date of this endorsement is: JUNE 1, 1982	☐ NEW HAMPSHIRE INSURANCE CO.	
Attached to and forming part of No. 6182-9425	GRANITE STATE INSURANCE COMPANY	
ssued to: DILLINGHAM CORPORATION, ET AL.	C. V. STARR & CO. Underwriting Managers	
Dated AUGUST 20, 1982 ENDT.#6	Ву	
228176 Tev + Fet Tex	H/O COPY GSIC 002512	

The second secon	<u> </u>
IN CONSIDERATION OF: AN ADDITIONAL PREMIUM OF A RETURN PREMIUM OF IT IS UNDERSTOOD AND AGREED THAT THE	\$ 45.750.00 S
T IS HEREBY UNDERSTOOD AND AGREED THAT THE	
Premium	☐ Address of location of property ☐ Policy ☐ Cert. ☐ End. No. is cancelled ☐ Pro rata ☐ Short rate ☐ Flat ☐ Name of assured ☐ Policy/Cert. period ☐ Address of the assured ☐ Amount of Insurance
Company shall provide days notice in e	event of cancellation, except in the event of non-payment
is amended to 2002/2001 / INCLUDE / 2000/2007/2007/2006/2004/2006	Chronical
EFFECTIVE JUNE 1, 1982 AT 12:01 A.M.	ENDORSEMENT NUMBER 3 IS HEREBY
DELETED, AND THE FOLLOWING COVERAGE	IS ADDED:
	£ in
DDOFTSSTONAL LIAD	TA THE COURT ACE
FROFESSIONAL LIAB	ILITT WVERRUE
IT IS AGREED THAT THE FOLLOWING COVE	RAGE, HEREAFTER REFERRED TO AS
PROFESSIONAL LIABILITY. IS ADDED TO	THE INSURING AGREEMENTS OF THE
	OLICI AS RESPECTS PROFESSIONAL
LIABILITY ONLY AS FOLLOWS:	
1. INDER "I. COVERAGE" THE BO	LIGHTNG ITEM IS ADDED.
	and the Line is about.
2. THE DEFINITIONS SECTION IS	AMENDED AS FOLLOWS:
CONTINUED	
PAGE 1	OF 3
other terms and conditions remain unchanged. Effective date	of this endorsement is:JUNE 1, 1982
tached to and forming part of Policy/Cert. No618.	2-9425
ued to: DILLINGHAM CORPORATION, ET AL	NEW HAMPSHIRE INSURANCE CO. GRANITE STATE INSURANCE CO.
	C. V. STARR & CO. Underwriting Managers
ted: AUGUST 20, 1982 GJW/lp	Ву
178 (11/77) ENDORSEMENT NO	7
and the control of t	
	T IS UNDERSTOOD AND AGREED THAT THE T IS HEREBY UNDERSTOOD AND AGREED THAT THE Premium Deductible Self Insured Retention Self Insured Retention Deposit premium De

(CONTINUATION)

(1) THE FOLLOWING DEFINITION IS ADDED:

PROFESSIONAL LIABILITY-INJURY OR DAMAGE ARISING OUT OF AN ACT,

ERROR OR OMISSION COMMITTED OR ALLEDGED TO HAVE BEEN COMMITTED

BY THE ASSURED IN THE PERFORMANCE OF PROFESSIONAL SERVICES AS

AN ARCHITECT, ENGINEER, CONSTRUCTION MANAGER, OR ANY OTHER

PROFESSIONAL SERVICE RENDERED BY THE ASSURED.

(2) THE DEFINITION OF OCCURRENCE IS AMENDED TO READ:

OCCURRENCE

THE TERM "OCCURRENCE" WHERE EVER USED HEREIN, SHALL MEAN ONE HAPPENING OR SERIES OF HAPPENINGS, WHICH RESULTS IN INJURY OR PROPERTY DAMAGE NEITHER EXPECTED NON INTENDED FROM THE STAND-POINT OF THE ASSURED, AND IS FIRST REPORTED TO THE COMPANY DURING THE TERM OF THE POLICY, OR ITS RENEWAL WITH THE COMPANY

- (3) THE FOLLOWING EXCLUSIONS ARE ADDED:
 - (1) FAILURE TO COMPLETE DRAWINGS, SPECIFICATIONS OR SCHEDULES

 OF SPECIFICATIONS ON TIME, OR THE FAILURE TO ACT UPON SHOP

 DRAWINGS ON TIME, BUT THIS EXCLUSION DOES NOT APPLY IF SUCH

 FAILURE ARE THE RESULT OF AN ACT, ERROR OR OMISSION IN THE

 DRAWINGS, PLANS, SPECIFICATIONS, SCHEDULES OR SHOP DRAWINGS.
 - (2) ESTIMATES OF PROBABLE CONSTRUCTION COST OR COST ESTIMATES

 BEING EXCEEDED

PAGE 2 OF 3 ENDORSEMENT NO. 7

C. V. STARR & CO. Underwriting Managers

ENDORSEMENT NO. 7

- (3) THE ADVISING OR REQUIRING OF, OR FAILURE TO ADVICE OR REQUIRE, OR FAILURE TO OBTAIN OR MAINTAIN ANY FORM OF INSURANCE, SURETYSHIP OR BOND, EITHER IN RESPECT TO THE ASSURED, OR ANY OTHER PERSON OR ENTITY.
- (4) THE OWNERSHIP, RENTAL, LEASING, OPERATION, MAINTENANCE, USE OR REPAIR OF ANY REAL OR PERSONAL PROPERTY, INCLUDING PROPERTY DAMAGE TO PROPERTY OWNED BY, OCCUPIED BY, RENTED OR LEASED TO THE ASSURED.
- (4) UNDER 2. LIMIT OF LIABILITY;
 - (1) THE SECOND PARAGRAPH IS AMENDED TO READ AS FOLLOWS:

AND THEN ONLY UP TO A FURTHER \$5,000,000. AS STATED IN THE DECLARATIONS, ULTIMATE NET LOSS IN RESPECT OF EACH OCCUR-RENCE; SUBJECT TO A LIMIT OF \$5,000,000. AS STATED IN THE DECLARATIONS IN THE AGGREGATE FOR EACH ANNUAL PERIOD DURING THE CURRENCY OF THIS POLICY, SEPARATELY IN RESPECT OF PRO-DUCTS LIABILITY, PROFESSIONAL LIABILITY, AND IN RESPECT OF PERSONAL INJURY (FATAL OR NON-FATAL) BY OCCUPATIONAL DISEASE SUSTAINED BY ANY EMPLOYEES OF THE ASSURED

(2) THE COMPANY SHALL ONLY BE LIABLE FOR THE ULTIMATE NET LOSS EXCESS OF A \$500,000. ULTIMATE NET LOSS SELF INSURED RETEN-TION FOR EACH OCCURRENCE

GSIC 002515

All other terms and conditions remain unchanged	AGE 3 OF 3
Effective date of this endorsement is: JUNE 1, 1982	☐ NEW HAMPSHIRE INSURANCE CO.
Allached to and forming part of No. 6182-9425	☐ GRANITE STATE INSURANCE COMPANY
Issued to: DILLINGHAM CORPORATION, ET AL	C. V. STARR & CO. Underwriting Managers
Dated AUGUST 20, 1982 GJW/lp ENDT.#7	Ву
22557A (MEV 1 18)	H/O COPY CS1C 002545

Confidential Business Information

it is agreed that this rolley/wert, is never amended as indicated	oy lai-
IN CONSIDERATION OF: CXAN AUDITIONAL PREMIUM	OF \$ 5,000.00
☐ A RETURN PREMIUM OF IT IS UNDERSTOOD AND AGREED THAT	THE
☐ IT IS HEREBY UNDERSTOOD AND AGREED THAT THE	
□ Premium □ Deductible □ Installment □ Self Insured Retention □ Audit □ Rate □ Description of □ Deposit premium	☐ Address of location of property ☐ Policy ☐ Cert. ☐ End. No. is cancelled ☐ Pro rata ☐ Short rate ☐ Flat ☐ Name of assured
property covered	☐ Policy/Cert. period☐ Address of the assured☐
Underlying Insurances	☐ Amount of Insurance
Coverage	
☐ Company shall provide days noti	ce in event of cancellation, except in the event of non-payment
Is amended to REATE/ INCLUDE / EXCENDED AND ASSOCIATION	Be dixing the xpectorix
COVERAGE POLICY	CARRIER UNDERLYING
	LIMIT
OPERATORS EXTRA EXPENSE INCLUDING POLLUTION LIABLITY, AND GENERAL LIABILITY, EXCLUDING COST OF CONTROL REDRILLING EXPENSES, CLEAN-UP AND CONTAINMENT, PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE ASSURED, OR PROPERTY OWNED, LEASED OR RENTED BY THE ASSURED.	MARINE SLIP OCCURRENCE & VARIOUS COS.
IT IS FURTHER AGREED THAT THE COMPANY PROVID	
PROVIDED BY THE ABOVE SCHEDULED POLICY, AND	EXCESS AFTER THE UNDERLYING LIMIT SHOWN IS
EXHAUSTED BY A GENERAL LIABILITY/POLLUTION L	IABILITY LOSS.
REDACTED/REINSU	RANCE
All other terms and conditions remain unchanged. Effective	e date of this endorsement is:AUGUST 1, 1982
Attached to and forming part of Policy/Cert. No.	6182-9425
	THE STORY AS A PROPERTY PARTY AND EAST
Issued to: DILLINGHAM CORPORATION, ET AL	☐ NEW HAMPSHIRE INSURANCE CO. ☐ GRANITE STATE INSURANCE CO.
	C. V. STARR & CO.
	Underwriting Managers
Dated: DECEMBER 3, 1982 GJW/1p	Ву
23178 (11/77) ENDORSEMENT	NU

re is agreed that this Policy/Co	anended as a	ndicated by [X]	(:146)	
3 IN CONSIDERATION OF	∴ AN ADDITIONAL PI		5,000.00"	<u> </u>
IT IS UND	ERSTOOD AND AGREED		s	 ,
TIT IS HEREBY UNDERST	OOD AND AGREED TH	AT THE		·
Premium Installment Audit Description of property covered Schedule of Underlying Insurances Coverage Company shall provide of premium.		days notice in event	☐ Pro rata ☐ Sh Name of assured Policy/Cert. period Address of the assured Amount of Insurance of cancellation, except	☐ End. No. is cancelled ort rate ☐ Flat
ls amended to 2000/IN	CLUDE / Freedback	K & CUSTO CONTRACTOR	K iracion x	
COVERAGE	POLIC	T NO. C	ARRIER	UNDERLYING LIMIT
POLLUTION LIABILITY, OF DILLINGHAM ENERGY INC. OPERATORS EXTRA (EXCLUDING COST OF CO REDRILLING EXPENSES O AND CONTAINMENT, GENE LIABILITY, PERSONAL F OWNED, RENTED OR LEAS THE INSURED AND REAL OWNED BY THE INSURED)	RESOURCES, EXPENSE EXPENSE EXTROL ELEAN-UP ERAL PROPERTY SED BY PROPERTY	MAR AND	INE SLIP OC VARIOUS PC S C C C C C C C C C C C C C C C C C	CO,000,000. ANY ONE CCURRENCE IN RESPECT DILUTION LIABILITY (NON- UNED OR CONTROLLED LAND) OR 4,000,000. ANY ONE CCURRENCE IN RESPECT DILUTION LIABILITY LEASED LAND, OR PROPERTY IN CARE, CUSTODY OR DESTRUCTED INSURED).
IT IS FURTHER AGREED	THAT THE COMPANY 1	PROVIDES COVER	AGE ONLY TO THE	EXTENT THAT IT IS
PROVIDED BY THE ABOVE	SCHEDULED POLICY,	, AND EXCESS A	FIER THE UNDERLY	ring limit shown is
EXHAUSTED BY A POLLUT	FION LIABILITY LOSS			
	REDACTED/R	EINSUKA	N.C.E	
All other terms and conditio	ns remain unchanged.	Effective date of the	his endorsement is:	AUGUST 1, 1982
Attached to and forming par	t of Policy/Cert. No	6182-9425		- -
Issued to: DILLINGE	AM CORPORATION, ET	AL B	NEW HAMPSHIRE II GRANITE STATE IN	
			C. V. STARR & CO. Underwriting Manage	rs
Dated: APRIL 7,		Ву		
23178 (11/77)	ENDORSE	EMENT NO. 8 (E	REVISED)	
		H/O COPY		GSIC 002517

H/O COPY

II is agreed			to t				
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IT IS H	EREBY UNDER	STOOD AND A	GREED THAT THE				
☐ Premiun	n .	☐ Deductib	ble		Address of locat	ion of property	
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☐ Audit ☐ Descript	ion of	☐ Rate	neomium		☐ Pro rata Name of assured		■ Flat
	y covered	☐ Deposit☐ Inceptio			Policy/Cert. peri		
□ Schedul		☐ Expiration			Address of the a		
	ing Insurances	☐ Limit of	Liability		Amount of Insur	ance	
☐ Coverage							
Of premi	iy shall provide _	· · · · · · · · · · · · · · · · · · ·	days no	tice in event	of cancellation, e	xcept in the event	of non-payment
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All other t	IT IS F	urther agrei	ED THAT MANUSC M NO. 2834c EF	RIPT FOR	MAY 1, 1982.		
	IT IS F	URTHER AGRES ERSEDES FORE	ED THAT MANUSC M NO. 2834c EF	RIPT FOR	MAY 1, 1982.		
	IT IS F	urther agrei	ED THAT MANUSC M NO. 2834c EF	RIPT FOR	MAY 1, 1982.		
	AND SUP	URTHER AGRES ERSEDES FORE	than than than than than than than than	ript for FECTIVE ve date of t 6182-9	this endorsement is 425	s: MAY 1,	1982 CO.
Attached t	AND SUP	URTHER AGRES ERSEDES FORM tions remain uncl	than than than than than than than than	FECTIVE Ve date of t 6182-9	this endorsement is 425	s: <u>MAY 1,</u>	1982 CO.
Attached t	AND SUP	URTHER AGRES ERSEDES FORM tions remain uncl	than than than than than than than than	ript for FECTIVE ve date of t 6182-9	this endorsement is 425 NEW HAMPSHI GRANITE STA	SE MAY 1, RE INSURANCE TE INSURANCE	1982 CO.
Attached t	AND SUP	URTHER AGRES ERSEDES FORM tions remain uncl	than than than than than than than than	ript for FECTIVE ve date of t 6182-9	this endorsement is 425 NEW HAMPSHI GRANITE STA C. V. STARR &	RE INSURANCE TE INSURANCE CO.	1982 CO.
Attached to:	AND SUP	URTHER AGRES ERSEDES FORM tions remain uncl	than than than than than than than than	redate of t	this endorsement is 425 NEW HAMPSHI GRANITE STA C. V. STARR & Underwriting M	SE MAY 1, RE INSURANCE TE INSURANCE CO. anagers	1982 CO.
Attached t	IT IS F AND SUP terms and condition and forming p	URTHER AGRES ERSEDES FORM tions remain uncl	thanged. Effective No	ript for FECTIVE re date of t 6182-9	this endorsement is 425 NEW HAMPSHI GRANITE STA C. V. STARR & Underwriting M	SE MAY 1, RE INSURANCE TE INSURANCE CO. anagers	1982 CO.

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☐ IN CONSIDERATION	OF: AN ABDITIONAL PREMIUM OF	S ,
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IT IS HEREBY UND	ERSTOOD AND AGREED THAT THE	•
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□ Installment	☐ Self Insured Retention	□ Policy □ Cert. □ End. No. is cancelle
□ Audit	☐ Rate	☐ Pro rata ☐ Short rate ☐ Flat
☐ Description of	☐ Deposit premium	☐ Name of assured
property covered	☐ Inception date	□ Policy/Cert. period
☐ Schedule of	☐ Expiration date	☐ Address of the assured
Underlying Insurances		☐ Amount of Insurance
Coverage		
	e days notice in	event of cancellation, except in the event of non-payment
of premium.		
Is amended to READ	/ INCLUDE / EXCLUDE	or the period
P	ROPERTY DAMAGE DEFINITION 8.1 (OF POLICY FORM NO. 2834C (10/82)
		,
	S AMENDED TO READ:	
	"PHYSICAL INJURY TO OR DEST	TRUCTION OF TANGIBLE AND
	INTANGIBLE PROPERTY, INCLU	NTWO TUY LOSS OF HER
	THEREOF AT ANY TIME RESULT	ING THEREFROM,"
· · · · · · · · · · · · · · · · · · ·	IT IS FURTHER UNDERSTOOD AND AG	REED THAT PYCHISTON 12 C OF
	POLICY FORM NO. 2834C (10/82) 1:	5 DELETED IN ITS ENTIRETY.
A11 - Ab	ditions remain unchanged. Effective date	e of this endorsement is: JUNE 1, 1982
All other terms and con		
		6182-9425
	g part of Policy/Cert. No.	6182-9425
Attached to and formin		6182-9425 NEW HAMPSHIRE INSURANCE CO.
Attached to and formin	g part of Policy/Cert. No.	
Attached to and formin	g part of Policy/Cert. No.	□ NEW HAMPSHIRE INSURANCE CO. © GRANITE STATE INSURANCE CO.
Attached to and formin	g part of Policy/Cert. No.	□ NEW HAMPSHIRE INSURANCE CO. GRANITE STATE INSURANCE CO. C. V. STARR & CO.
Attached to and formin	g part of Policy/Cert. No.	□ NEW HAMPSHIRE INSURANCE CO. □ GRANITE STATE INSURANCE CO.
Attached to and formin Issued to: DILLINGE	g part of Policy/Cert. No.	□ NEW HAMPSHIRE INSURANCE CO. GRANITE STATE INSURANCE CO. C. V. STARR & CO. Underwriting Managers
Attached to and formin Issued to: DILLINGE Dated: JANUARY	g part of Policy/Cert. No. AM CORPORATION, ET AL 24, 1983 GJW/yn	□ NEW HAMPSHIRE INSURANCE CO. GRANITE STATE INSURANCE CO. C. V. STARR & CO.
Attached to and formin	g part of Policy/Cert. No.	□ NEW HAMPSHIRE INSURANCE CO. GRANITE STATE INSURANCE CO. C. V. STARR & CO. Underwriting Managers
Attached to and formin Issued to: DILLINGE Dated: JANUARY	g part of Policy/Cert. No. AM CORPORATION, ET AL 24, 1983 GJW/yn	□ NEW HAMPSHIRE INSURANCE CO. GRANITE STATE INSURANCE CO. C. V. STARR & CO. Underwriting Managers

Attached to and forming issued to: DILLINGHA	itions remain unchanged. Effe part of Policy/Cert. No	Extive date of this endorsement is:
Attached to and forming issued to: DILLINGHA	part of Policy/Cert. No M CORPORATION, ET AL	Excive date of this endorsement is:
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Attached to and forming	part of Policy/Cert. No.	ective date of this endorsement is:
Attached to and forming	part of Policy/Cert. No.	ective date of this endorsement is:
		ective date of this endorsement is:
All other terms and condi	itions remain unchanged Fffe	
		NIL
		NIL CONTRACTOR OF THE CONTRACT
		NIL
		NIL
•		
ENGINEERING PAY	FROLL IS DECLARED FOR TH	E PERIOD MAY 1, 1982 TO MAY 1, 1983, BEING:
	• Samuel • • · · · · · · · · · · · · · · · · ·	MISSELE ALL PARTS
Company shall provide of premium.	days	notice in event of cancellation, except in the event of non-payment
Underlying Insurances Coverage	☐ Limit of Liability	☐ Amount of Insurance
property covered Schedule of	☐ Inception date☐ Expiration date	☐ Policy/Cert. period ☐ Address of the assured
☐ Description of	□ Rate □ Deposit premium	☐ Pro rata ☐ Short rate ☐ Flat ☐ Name of assured
☐ Premium ☐ Installment	☐ Deductible☐ Self Insured Retention	☐ Address of location of property ☐ Policy ☐ Cert. ☐ End. No. is cancelled
TIS HEREBY UNDER	RSTOOD AND AGREED THAT T	HE
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IT IS U	O A RETURN TREMIUM OF	
	OF: AN ADDITIONAL PREMI A RETURN PREMIUM OF	IUM OF S
☐ IN CONSIDERATION		IUM OF \$

INSURING AGREEMENTS

1. COVERAGE

THIS POLICY IS TO PAY ON BEHALF OF THE INSURED IN RESPECT OF THE FOLLOWING (INCLUDING SUCH EXPENSES AS ARE SET OUT IN THE DEFINITION OF ULTIMATE NET LOSS):

ALL SUMS WHICH THE INSURED SHALL BECOME LEGALLY LIABLE TO PAY OR BY CONTRACT OR AGREEMENT BECOME LIABLE TO PAY IN RESPECT OF CLAIMS MADE AGAINST THE INSURED FOR DAMAGES OF WHATSOEVER NATURE ON ACCOUNT OF:

- A. PERSONAL INJURIES, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM
- B. PROPERTY DAMAGE
- C. ADVERTISING LIABILITY,

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CAUSED BY OR ARISING OUT OF EACH OCCURRENCE HAPPENING ANYWHERE IN THE WORLD. NOTWITHSTANDING THE FOREGOING, THIS INSURANCE SHALL NOT COVER LIABILITY ARISING BY REASON OF INSOLVENCY OR INADEQUACY OF CAPITAL.

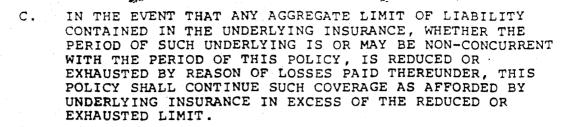
2. LIMIT OF LIABILITY - UNDERLYING LIMITS

UNDERWRITERS HEREON SHALL ONLY BE LIABLE FOR THE EXCESS OF EITHER:

- A. THE AMOUNT(S) OF THE LIMIT(S) SET OUT IN UNDERLYING INSURANCES IDENTIFIED IN THE ATTACHED SCHEDULE ACTUALLY INSURED UNDER THE UNDERLYING POLICIES SHALL BE DEEMED THE AMOUNT (S) OF THE LIMIT(S) OF SAID UNDERLYING POLICIES), OR
- B. \$100,000. ULTIMATE NET LOSS IN RESPECT OF EACH OCCURRENCE NOT COVERED BY SAID UNDERLYING INSURANCES (ALL HEREINAFTER CALLED THE "UNDERLYING LIMITS").

AND THEN ONLY UP TO A FURTHER \$5,000,000, AS STATED IN THE DECLARATIONS, ULTIMATE NET LOSS IN RESPECT OF EACH OCCURRENCE; SUBJECT TO A LIMIT OF \$5,000,000 AS STATED IN THE DECLARATIONS IN THE AGGREGATE FOR EACH ANNUAL PERIOD DURING THE CURRENCY OF THIS POLICY, SEPARATELY IN RESPECT OF PRODUCTS LIABILTY AND IN RESPECT OF PERSONAL INJURY (FATAL OR NON-FATAL) BY OCCUPATIONAL DISEASE SUSTAINED BY ANY EMPLOYEES OF THE ASSURED.

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3. PREMIUMS

THE PREMIUM HEREUNDER SHALL BE \$380,000 PAYABLE AS SCHEDULED BELOW:

INSTALLMENT DATE	AMOUNT DUE
MAY 1, 1982	\$380,000
AUGUST 1, 1982	INCLUDED
NOVEMBER 1, 1982	INCLUDED
FEBRUARY 1, 1983	INCLUDED

TOTAL PREMIUM \$380,000

DEFINITIONS

1. INSURED

THE UNQUALIFED WORD "INSURED," WHEREVER USED IN THIS POLICY, INCLUDES NOT ONLY THE NAMED INSURED BUT ALSO:

- A. OFFICERS, DIRECTORS, BOARD ADVISORS, PARTNERS AND STOCKHOLDERS, WHILE ACTING ON BEHALF OF THE NAMED INSURED.
- B. CORPORATE OFFICERS ACTING IN VOLUNTEER CAPACITIES WITH OUTSIDE ORGANIZATONS, PROVIDED THAT THESE ACTIVITIES ARE CONDUCTED WITH THE SUPPORT AND/OR ENCOURAGEMENT OF THE NAMED INSURED.
- C. ANY EMPLOYEE WHILE ACTING ON BEHALF OF THE NAMED INSURED: SUBJECT TO THE FOLLOWING CONDITIONS:
 - 1) IF CLAIM IS MADE OR SUIT IS FILED AGAINST THE NAMED INSURED AND AN EMPLOYEE, THE NAMED INSURED SHALL IMMEDIATELY NOTIFY THE COMPANY IN WRITING THAT THE EMPLOYEE IS TO BE COVERED AS AN ADDITIONAL INSURED; AND

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- THE INSURANCE WITH RESPECT TO ANY SUCH EMPLOYEE
 DOES NOT APPLY TO INJURY OR SICKNESS, DISEASE OR
 DEATH OF ANOTHER EMPLOYEE OF THE SAME EMPLOYER
 INJURED IN THE COURSE OF SUCH EMPLOYMENT.
- D. ANY PERSON, ORGANIZATION, TRUSTEE OR ESTATE TO WHOM THE NAMED INSURED IS OBLIGATED BY VIRTUE OF A WRITTEN CONTRACT OR AGREEMENT TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY, BUT ONLY IN RESPECT OF OPERATIONS BY OR ON BEHALF, OR TO FACILITIES OR USE BY THE NAMED INSURED.

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- E. ANY ADDITIONAL INSURED (NOT BEING THE NAMED INSURED UNDER THIS POLICY) INCLUDED IN THE UNDERLYING INSURANCES, BUT NOT FOR BROADER COVERAGE THAN IS AVAILABLE TO SUCH ADDITIONAL INSURED UNDER ANY UNDERLYING INSURANCES.
- F. WITH RESPECT TO ANY AUTOMOBILE OWNED BY THE NAMED INSURED OR HIRED FOR USE IN BEHALF OF THE NAMED INSURED OR TO ANY AIRCRAFT OWNED BY THE NAMED INSURED OR HIRED FOR USE IN BEHALF OF THE NAMED INSURED, ANY PERSON WHILE USING SUCH AUTOMOBILE OR AIRCRAFT AND ANY PERSON OR ORGANIZATION LEGALLY RESPONSIBLE FOR THE USE THEREOF, PROVIDED THE ACTUAL USE OF THE AUTOMOBILE OR AIRCRAFT IS WITH THE PERMISSION OF THE NAMED INSURED. THE INSURANCE EXTENDED BY THIS SUB-DIVISION (C), WITH RESPECT TO ANY PERSON OR ORGANIZATION OTHER THAN THE NAMED INSURED, SHALL NOT APPLY-
 - (1) TO ANY PERSON OR ORGANIZATION, OR TO ANY AGENT OR EMPLOYEE THEREOF OPERATING AN AUTOMOBILE REPAIR SHOP, PUBLIC GARAGE, SALES AGENCY, SERVICE STATION, OR PUBLIC PARKING PLACE, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF THE OPERATION THEREOF;
 - (2) TO ANY MANUFACTURER OF AIRCRAFT, ENGINES, OR AVIATION ACCESSORIES, OR ANY AVIATION SALES OR SERVICE OR REPAIR ORGANIZATION OR AIRPORT OR HANGER OPERATOR OR THEIR RESPECTIVE EMPLOYEES OR AGENTS, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF THE OPERATION THEREOF;
 - (3) WITH RESPECT TO ANY AUTOMOBILE OR AIRCRAFT, TO THE OWNER THEREOF OR ANY EMPLOYER OF SUCH OWNER.

2. OCCURRENCE

THE TERM "OCCURRENCE", WHEREVER USED HEREIN, SHALL MEAN ONE HAPPENING OR SERIES OF HAPPENINGS, ARISING OUT OF OR DUE TO ONE EVENT TAKING PLACE DURING THE TERM OF THIS POLICY.

3. ULTIMATE NET LOSS

THE TERM "ULTIMATE NET LOSS" SHALL MEAN THE TOTAL SUM WHICH THE INSURED BECOMES OBLIGATED TO PAY BY REASON OF MATTERS SET OUT IN INSURING AGREEMENT 1, INCLUDING COMPROMISE SETTLEMENTS AND SHALL INCLUDE HOSPITAL, MEDICAL AND FUNERAL CHARGES AND ALL SUMS PAID AS SALARIES, WAGES, COMPENSATION, FEES, CHARGES AND LAW COSTS, PREMIUMS ON ATTACHEMENT OR APPEAL BONDS, INTEREST, EXPENSES FOR DOCTORS, LAWYERS, NURSES AND INVESTIGATORS AND OTHER PERSONS, AND FOR LITIGATION, SETTLEMENT ADJUSTMENT AND INVESTIGATION OF CLAIMS AND SUITS WHICH ARE PAID AS A CONSEQUENCE OF ANY OCCURRENCE COVERED HEREUNDER, EXCLUDING, HOWEVER, THE SALARIES OF THE INSURED'S PERMANENT EMPLOYEES AND GENERAL OFFICE OVERHEADS AND ALSO EXCLUDING ANY PART OF SUCH EXPENSES FOR WHICH THE INSURED IS COVERED BY OTHER VALID AND COLLECTIBLE INSURANCE.

4. AUTOMOBILE

THE TERM "AUTOMOBILE", WHEREVER USED HEREIN, SHALL MEAN A LAND MOTOR VEHICLE, TRAILER OR SEMI-TRAILER.

5. AIRCRAFT

THE TERM "AIRCRAFT", WHEREVER USED HEREIN, SHALL MEAN ANY HEAVIER THAN AIR OR LIGHTER THAN AIR AIRCRAFT DESIGNED TO TRANSPORT PERSONS OR PROPERTY.

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6. PERSONAL INJURIES

THE TERM PERSONAL INJURIES WHEREVER USED HEREIN MEANS BODILY INJURY, MENTAL INJURY, MENTAL ANGUISH, SHOCK, SICKNESS, DISEASE, DISABILITY, FALSE ARREST, FALSE IMPRISONMENT, WRONGFUL EVICTION, DETENTION, MALICIOUS PROSECUTION, HUMILITATION, ALSO LIBEL, SLANDER OR DEFAMATION OF CHARACTER OR INVASION OF RIGHTS OF PRIVACY, EXCEPT THAT WHICH ARISES OUT OF ANY ADVERTISING ACTIVITIES.

7. PROPERTY DAMAGE

THE TERM "PROPERTY DAMAGE" WHEREVER USED SHALL MEAN (1) PHYSICAL INJURY TO OR DESTRUCTION OF TANGIBLE PROPETY, WHICH OCCURS DURING THE POLICY PERIOD, INCLUDING LOSS OF USE THEREOF AT ANY TIME RESULTING THEREFROM OR (2) LOSS OF USE OF TANGIBLE PROPERTY WHICH HAS NOT BEEN PHYSICALLY INJURED OR DESTROYED PROVIDED SUCH LOSS OF USE IS CAUSED BY AN OCCURRENCE DURING THE POLICY PERIOD.

8. ADVERTISING LIABILITY

THE TERM "ADVERTISING LIABILITY" WHEREVER USED HEREIN SHALL MEAN:

- (A) LIBEL, SLANDER OR DEFAMATION:
- (B) ANY INFRINGEMENT OF COPYRIGHT OR OF TITLE OR OF SLOGAN:
- (C) PRIACY OR UNFAIR COMPETITION OR IDEA MISAPPROPRIATION UNDER AN IMPLIED CONTRACT:
- (D) ANY INVASION OF RIGHT OF PRIVACY

COMMITTED OR ALLEGED TO HAVE BEEN COMMITTED IN ANY ADVERTISEMENT, PUBLICITY ARTICLE, BROADCAST OR TELECAST AND ARISING OUT OF THE NAMED ASSURED'S ADVERTISING ACTIVITIES.

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9. PRODUCTS LIABILITY

THE TERM "PRODUCTS LIABILIY" MEANS:

- (A) LIABILITY ARISING OUT OF GOODS OR PRODUCTS
 MANUFACTURED, SOLD, HANDLED OR DISTRIBUTED BY THE
 NAMED ASSURED OR BY OTHERS TRADING UNDER HIS NAME IF
 THE OCCURRENCE OCCURS AFTER POSSESSION OF SUCH GOODS
 OR PRODUCTS HAS BEEN RELINQUISHED TO OTHERS BY THE
 NAMED ASSURED OR BY OTHERS TRADING IN HIS NAME, AND
 IF SUCH OCCURRENCE OCCURS AWAY FROM PREMISES OWNED,
 RENTED OR CONTROLLED BY THE NAMED ASSURED: PROVIDED
 SUCH GOODS OR PRODUCTS SHALL BE DEEMED TO INCLUDE ANY
 CONTAINER THEREOF, OTHER THAN A VEHICLE BUT SHALL NOT
 INCLUDE ANY VENDING MACHINE OR ANY PROPERTY OTHER
 THAN SUCH CONTAINER, RENTED TO OR LOCATED FOR USE OF
 OTHERS BUT NOT SOLD:
- (B) LIABILIY ARISING OUT OF OPERATIONS, IF THE OCCURRENCE OCCURS AFTER SUCH OPERATIONS HAVE BEEN COMPLETED OR ABANDONED, AND OCCURS AWAY FROM PREMISES OWNED, RENTED OR CONTROLLED BY THE NAMED ASSURED: PROVIDED OPERATIONS SHALL NOT BE DEEMED INCOMPLETE BECAUSE IMPROPERLY OR DEFECTIVELY PERFORMED OR BECAUSE FURTHER OPERATIONS MAY BE REQUIRED PURSUANT TO AN AGREEMENT; PROVIDED FURTHER THE FOLLOWING SHALL NOT BE DEEMED TO BE "OPERATIONS" WITHIN THE MEANING OF THIS PARAGRAPH.
 - (i) PICK-UP OR DELIVERY, EXCEPT FROM OR ONTO A RAILROAD CAR.
 - (ii) THE MAINTENANCE OF VEHICLES OWNED OR USED BY OR ON BEHALF OF THE ASSURED,
 - (iii) THE EXISTENCE OF TOOLS, UNINSTALLED EQUIPMENT AND ABANDONED OR UNUSED MATERIALS.

10. ANNUAL PERIOD

THE TERM "EACH ANNUAL PERIOD" SHALL MEAN EACH CONSECUTIVE PERIOD OF ONE YEAR COMMENCING FROM THE INCEPTION DATE OF THIS POLICY.

11.:AIRCRAFT PREDUCTS

"AIRCRAFT PRODUCTS" MEANS AIRCRAFT (INCLUDING MISSILES OR SPACECRAFT AND ANY GROUND SUPPORT OR CONTROL EQUIPMENT USED THEREWITH), AIRCRAFT PARTS AND GOODS OR PRODUCTS INSTALLED IN OR ON AIRCRAFT OR USED IN CONNECTION WITH AIRCRAFT, MANUFACTURED, SOLD, HANDLED OR DISTRIBUTED BY THE NAMED ASSURED OR BY OTHERS TRADING UNDER THE ASSURED'S NAME. "AIRCRAFT PRODUCTS" INCLUDES TOOLING USED IN THE MANUFACTURE OF AIRCRAFT PRODUCTS, AND ALSO INCLUDES GROUND HANDLING TOOLS AND EQUIPMENT, TRAINING AIDS, INSTRUCTIONS, MANUALS, BLUEPRINTS, ENGINEERING AND OTHER DATA, ENGINEERING AND OTHER ADVICE AND SERVICES AND LABOR RELATING TO AIRCRAFT PRODUCTS.

12. GROUNDING

"GROUNDING" MEANS THE WITHDRAWAL, AT OR ABOUT THE SAME TIME, IN THE INTEREST OF SAFETY, OF ONE OR MORE AIRCRAFT FROM FLIGHT OPERATIONS BECAUSE OF A LIKE CONDITION OR SUSPICION THEREOF IN TWO OR MORE SUCH AIRCRAFT WHETHER SUCH AIRCRAFT SO WITHDRAWN ARE OWNED OF OPERATED BY THE SAME OR DIFFERENT PERSONS, FIRMS OR CORPORATIONS. A GROUNDING SHALL BE DEEMED TO COMMENCE ON THE DATE OF AN ACCIDENT OR OCCURENCE WHICH DISCLOSES SUCH CONDITIONS, OR ON THE DATE AN AIRCRAFT IS FIRST WITHDRAWN FROM SERVICE ON ACCOUNT OF SUCH CONDITION, WHICHEVER FIRST OCCURS.

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EXCLUSIONS

THIS POLICY SHALL NOT APPLY:

- 1. A. TO INDEMNIFY ANY INSURED WHOSE DISHONESTY OR FRAUD, COMMITTED INDIVIDUALLY OR IN COLLUSION WITH OTHERS, CAUSED THE LOSS FOR WHICH THE ASSURED SEEKS INDEMNITY; NOR
 - B. TO INDEMNIFY ANY INSURED AGAINST CLAIMS BASED UPON ANY INTENTIONAL NON-COMPLIANCE WITH ANY STATUTE OR REGULATION UNLESS SUCH CLAIM(S) BE FOR DAMAGES OCCASIONED BY ACTUAL OR ALLEGED BODILY INJURY (FATAL OR OTHERWISE) OR PHYSICAL LOSS OF, DAMAGE TO, AND/OR LOSS OF USE OF TANGIBLE PROPERTY; NOR
 - C. TO INDEMNIFY ANY INSURED IN RESPECT OF ANY CRIMINAL FINES OR CRIMINAL PENALTIES INCURRED THROUGH THE CRIMINAL ACT OF THAT INSURED.
- 2. WITH RESPECT TO ADVERTISING ACTIVITIES TO CLAIMS AGAINST THE INSURED:-
 - A. FOR FAILURE OF PERFORMANCE OF CONTRACT, BUT THIS SHALL NOT RELATE TO CLAIMS FOR UNAUTHORIZED APPROPRIATION OF IDEAS EASED UPON ALLEGED BREACH OF AN IMPLIED CONTRACT;
 - B. BY ADVERTISING AGENTS OF THE ASSURED;
 - C. FOR INFRINGEMENT OF REGISTERED TRADE MARK, SERVICE MARK OR TRADE NAME BY USE THEREOF AS THE REGISTERED TRADE MARK, SERVICE MARK OR TRADE NAME OF GOODS OR SERVICE SOLD, OFFERED FOR SALE OR ADVERTISED, BUT THIS SHALL NOT RELATE TO TITLES OR SLOGANS;
 - D. FOR INCORRECT DESCRIPTION OF ANY ARTICLE OR COMMODITY;
 - E. FOR MISTAKE IN ADVERTISED PRICE.
- 3. TO ANY CLAIM(S) MADE BY ANY NATIONAL, STATE OR LOCAL GOVERNMENT SUB-DIVISIONS OR AGENCIES THEREOF, UNLESS SUCH CLAIM(S) BE FOR DAMAGES OCCASIONED BY ACTUAL OR ALLEGED PERSONAL AND/OR BODILY INJURY (FATAL OR OTHERWISE), PHYSICAL LOSS OF, DAMAGE TO AND/LOSS OF USE OF TANGIBLE PROPERTY.

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- 4. TO ANY CLAIM(S) OR SUIT(S) ALLEGING VIOLATION OF THE ANTITRUST LAWS, UNFAIR COMPETITION OR OTHER ACTS ALLEGEDLY IN RESTRAINT OF TRADE.
- 5. TO ANY STOCKHOLDER'S DERIVATIVE ACTION(S).

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- 6. TO CLAIMS FOR NON-PAYMENT OR DELAY IN PAYMENT OF CHARTER HIRE; NON-PAYMENT OR DELAY IN PAYMENT OF LOANS, MORTGAGES, PROMISSORY NOTES, CHEQUES, DRAFTS OR OTHER EVIDENCE OF DEBT.
- 7. TO CLAIMS FOR INFRINGEMENT OF PATENT(S); UNAUTHORIZED USE OF TRADE MARK(S) OR TRADE NAME(S); MISAPPROPRIATION OF DESIGN(S), DRAWING(S), PROCESS(ES) OR PROCEDURE(S) OR TO CLAIMS BASED ON MISAPPROPRIATION OF MINERALS OR NON-PAYMENT OF MINERAL ROYALTIES.
- 8. A. TO LOSS, DAMAGE OR LIABILITY DIRECTLY OR INDIRECTLY OCCASIONED BY, HAPPENING THROUGH OR IN CONSEQUENCE OF WAR, INVASION, ACTS OR FOREIGN ENEMIES, HOSTILITIES (WHETHER WAR BE DECLARED OR NOT), CIVIL WAR, REBELLION, REVOLUTION, INSURRECTION, MILITARY OR USURPED POWER OR CONFISCATION OR NATIONALIZATION OR REQUISITION OR DESTRUCTION OF OR DAMAGE TO PROPERTY BY OR UNDER THE ORDER OF ANY GOVERNMENT OR PUBLIC OR LOCAL AUTHORITY.
 - B. NEVERTHELESS, THIS EXCLUSION SHALL NOT APPLY, EXCEPT AS PROVIDED IN (C) BELOW, TO LIABILITIES:
 - (1) ARISING IN CONNECTION WITH VESSELS OWNED, CHARTERED, HIRED OR OTHERWISE USED BY THE INSURED.
 - (2) ARISING OUT OF PROPERTY OF ANY KIND IN TRANSIT BY LAND, WATER OR AIR DURING SUCH PERIODS AS WOULD BE COVERED FOR FULL WAR RISKS UNDER AN INSURANCE COVERING PHYSICAL LOSS OF OR DAMAGE TO CARGO SUBJECT TO THE INSTITUTE WAR CLAUSES RELEVANT TO THE PARTICULAR FORM OF TRANSIT.
 - (3) ARISING OUT OF ANY WATERBORNE OPERATIONS.
 - (4) TO SEAMEN OR UNDER WORKERS' COMPENSATION STATUTES.
 - . (5) FOR DEATH OF OR BODILY INJURY TO PERSONS OF ANY KIND.

- C. NOTWITHSTANDING THE PROVISIONS OF (B) ABOVE, THE CLAUSE SET OUT IN (A) ABOVE SHALL APPLY TO THE LIABILITIES SET OUT IN (B) ABOVE:
 - (1) UNLESS SOONER APPLIED UNDER THE PROVISIONS OF (2) OR (3), AUTOMATICALLY UPON AND SIMULTANEOUSLY WITH THE OUTBREAK OF WAR (WHETHER THERE BE DECLARATION OF WAR OR NOT) BETWEEN ANY OF THE FOLLOWING COUNTRIES: UNITED STATES OF AMERICA, UNITED KINGDOM, FRANCE, THE UNION OF SOVIET SOCIALIST REPUBLICS, THE PEOPLE'S REPUBLIC OF CHINA.
 - AT ANY TIME AT THE INSURED'S REQUEST, OR BY (2)UNDERWRITERS GIVING 14 DAYS WRITTEN NOTICE TO THE ASSURED, BUT IN NO EVENT SHALL SUCH NOTICE AFFECT OR POSTPONE THE OPERATIONS OF THE PROVISIONS OF (1) or (3). WRITTEN OR TELEGRAPHIC NOTICE SENT TO THE INSURED AT HIS (ITS) LAST KNOWN ADDRESS SHALL CONSTITUTE A COMPLETE NOTICE AND SUCH NOTICE MAILED OR TELEGRAPHED TO THE SAID INSURED, CARE OF THE BROKER WHO NEGOTIATED THIS INSURANCE, SHALL HAVE THE SAME EFFECT AS IF SENT TO THE SAID INSURED DIRECT. MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE AND THE EFFECTIVE DATE AND HOUR OF THE OPERATION OF THE CLAUSE SET OUT IN (A) ABOVE SHALL BE 14 DAYS FROM MIDNIGHT OF THE DAY ON WHICH SUCH NOTICE WAS MAILED OR TELEGRAPHED AS AFORESAID. UNDERWRITERS AGREE, HOWEVER, THAT THE CLAUSE SET OUT IN (A) ABOVE SHALL NOT APPLY SUBJECT TO AGREEMENT BETWEEN UNDERWRITERS AND THE INSURED PRIOR TO THE AFORESAID EFFECTIVE DATE AND HOUR AS TO AN ADDITIONAL PREMIUM AND/OR NEW CONDITIONS AND/OR WARRANTIES.
 - (3) UNLESS SOONER TERMINATED UNDER THE PROVISIONS OF (1) OR (2), AUTOMATICALLY IN RESPECT OF ANY INSURED VESSEL IF AND WHEN SUCH VESSEL IS REQUISITIONED, EITHER FOR TITLE OR USE, BY THE GOVERNMENT OF THE UNITED STATES OR OF THE COUNTRY IN WHICH THE VESSEL IS OWNED OR REGISTERED OR OF THE COUNTRY IN WHICH ANY SUCH RIGHT OF REQUISITION IS VESTED.

IF SUBSEQUENT TO THE AGREEMENT OF AN ADDITIONAL PREMIUM AS PROVIDED BY PARAGRAPH (2) ABOVE, EITHER THE INSURED OR UNDERWRITERS AGAIN ELECT TO EXERCISE THE OPTION PROVIDED THEREIN, OR PARAGRAPHS (1) OR (3) BECOME OPERATIVE, PRO RATA NET RETURN OF THE ADDITIONAL PREMIUM PAID SHALL BE REFUNDED TO THE INSURED.

SUCH RETURN PREMIUM WILL BE PAID OF DEMAND OR AS SOON THEREAR AS PRACTICABLE TO DO SOON

- 9. TO LIABILITY OR EXPENSES UNDER THE EMPLOYEES RETIREMENT INCOME SECURITY ACT (ERISA).
- 10. EXCEPT TO THE EXTENT THAT COVERAGE IS AVALIABLE TO THE INSURED IN UNDERLYING INSURANCE, TO LIABILITY FROM OWNERSHIP, USE OR OPERATION OF DRILLING RIGS, DRILLING BARGES, DRILLING TENDERS, PLATFORMS, BUT THIS EXCLUSION SHALL NOT APPLY TO CRAFT SERVING THE FOREGOING SUCH AS CREW, SUPPLY, OR UTILITY BOATS, TENDERS OR TUGS.
- 11. TO INJURY, SICKNESS, DISEASE, DEATH OR DESTRUCTION:
 - A. WITH RESPECT TO WHICH AN INSURED UNDER THE POLICY IS ALSO AN INSURED UNDER A NUCLEAR ENERGY LIABILITY POLICY ISSUED BY THE NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION, MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS OR NUCLEAR INSURANCE ASSOCIATION OF CANADA, OR WOULD BE AN INSURED UNDER ANY SUCH POLICY BUT FOR ITS TERMINATION UPON EXHAUSTION OF ITS LIMIT OF LIABILITY, OR
 - B. RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL AND WITH RESPECT TO WHICH (1) ANY PERSON OR ORGANIZATION IS REQUIRED TO MAINTAIN FINANCIAL PROTECTION PURSUANT TO THE ATOMIC ENERGY ACT OF 1954, OR ANY LAW AMENDATORY THEREOF, OR (II) THE INSURED IS, OR HAD THIS POLICY NOT BEEN ISSUED WOULD BE, ENTITLED TO INDEMNITY FROM THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOF, UNDER ANY AGREEMENT ENTERED INTO BY THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOF, WITH ANY PERSON OR ORGANIZATION,
 - C. RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL, IF (1) THE NUCLEAR MATERIAL IS AT ANY NUCLEAR FACILITY OWNED BY, OR OPERATED BY OR ON BEHALF OF, AN INSURED OR HAS BEEN DISCHARGED OR DISPERSED THEREFROM; (II) THE NUCLEAR MATERIAL IS CONTAINED IN SPENT FUEL OR WASTE AT ANY TIME POSSESSED, HANDLED, USED, PROCESSED, STORED, TRANSPORTED OR DISPOSED OF BY OR ON BEHALF OF AN INSURED; OR (III) THE INJURY, SICKNESS, DISEASE, DEATH OR DESTRUCTION ARISES

OUT OF THE FURNISHING BY AN INSURED OF SERVICE, MATERIALS, PARTS OR EQUIPMENT IN CONNECTION WITH THE PLANNING, CONSTRUCTION, MAINTENANCE OPERATION OR USE OF ANY NUCLEAR FACILITY, BUT IF SUCH FACILITY IS LOCATED WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS OR CANADA, THIS EXCLUSION (III) APPLIES ONLY TO INJURY TO OR DESTRUCTION OF PROPERTY AT SUCH NUCLEAR FACILITY.

- 12. AS RESPECTS ACTIVITIES OF THE INSURED (EXCEPT LIABILITY ARISING OUT OF OWNERSHIP, CHARTER, USE, OPERATION, MAINTENANCE, LOADING, UNLOADING OR AS A BAILEE OF ANY WATERCRAFT) EXCEPT INSOFAR AS INSURANCE IS AVAILABLE TO THE INSURED IN UNDERLYING INSURANCE, OR SUBJECT TO A MINIMUM SELF-INSURED RETENTION OF \$1,000,000 EACH ACCIDENT OR OCCURRENCE, WITH RESPECT TO THE LIABILITY OF THE INSURED ARISING OUT OF:
 - A. TO CLAIM(S) MADE BECAUSE OF THE VIOLATION OF ANY STATUE, LAW, ORDINANCE OR REGULATION PROHIBITING DISCRIMINATION OR HUMILIATION BECAUSE OF RACE, CREED, COLOR, NATIONAL ORIGIN, AGE AND/OR SEX;
 - B. TO PROPERTY OWNED OR OCCUPIED BY OR RENTED TO OR USED BY OR IN THE CARE, CUSTODY OR CONTROL OF THE INSURED OR AS TO WHICH THE INSURED IS FOR ANY PURPOSE EXERCISING PHYSICAL CONTROL;
 - C. PRODUCTS HAZARDS;
 - D. COMPLETED OPERATIONS HAZARDS;
 - E. CONTRACTUAL LIABILITY:
 - F. TO THE OWNERSHIP, MAINTENANCE, OPERATION, USE LOADING OR UNLOADING OF ANY AIRCRAFT OWNED, OPERATED BY, RENTED TO, OR LOANED TO ANY INSURED OR OPERATED BY ANY PERSON IN THE COURSE OF HIS EMPLOYMENT BY AN INSURED;
 - G. FROM THE FAILURE OF THE INSURED'S PRODUCTS OR WORK COMPLETED BY OR FOR THE INSURED TO PERFORM THE FUNCTION OR SERVE THE PURPOSE INTENDED BY THE INSURED, ONLY IF SUCH FAILURE IS DUE TO A MISTAKE OR DEFICIENCY IN ANY DESIGN, FORMULA, PLAN, SPECIFICATIONS, ADVERTISING MATERIAL OR PRINTED INSTRUCTIONS PREPARED OR DEVELOPED BY ANY INSURED EXCEPT WITH RESPECT TO BODILY INJURY OR PROPERTY DAMAGE AS A RESULT OF SAID FAILURE.



13. TO LIABILITY ARISING DIRECTLY OR INDIRECTLY IN CONSEQUENCE OF THE ACTUAL OR POTENTIAL DISCHARGE, DISPERSAL, RELEASE, OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIES, PETROLEUM PRODUCTS OR DERIVATIVES, LIQUIDS OR GASES, WASTE MATERIALS, SEWERAGE OR OTHER TOXIC CHEMICALS, IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER, BUT THIS EXCLUSION SHALL NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE ARISES FROM A SUDDEN AND ACCIDENTAL PROXIMATE CAUSE.

CONDITIONS

1. GEOGRAPHICAL LIMITS

THE POLICY COVERS THE OPERATIONS OF THE INSURED ANYWHERE IN THE WORLD.

2. CROSS LIABILITY

IN THE EVENT OF ONE OF THE INSUREDS INCURRING LIABILITY TO ANY OTHER OF THE INSUREDS, THIS POLICY SHALL COVER THE INSURED AGAINST WHOM CLAIM IS OR MAY BE MADE IN THE SAME MANNER AS IF SEPARATE POLICIES HAD BEEN ISSUED TO EACH INSURED. NOTHING CONTAINED HEREIN SHALL OPERATE TO INCREASE UNDERWRITERS' LIMIT OF LIABILITY AS SET FORTH IN INSURING AGREEMENT 2.

3. NOTICE OF OCCURRENCE

IN THE EVENT OF AN OCCURRENCE, CLAIM OR SUIT NOTICE SHALL BE GIVEN TO THE COMPANY OR ITS AGENTS AS SOON AS PRACTICABLE AFTER DILLINGHAM CORPORATE RISK MANAGEMENT, 1990 N. CALIFORNIA BOULEVARD, SUITE 930, WALNUT CREEK, CA 94596-3789, BECOMES AWARE OF SUCH OCCURRENCE, CLAIM OR SUIT. THE RIGHTS OF THE NAMED INSURED SHALL NOT BE PREJUDICED UNDER THIS POLICY IF THERE IS A FAILURE TO GIVE NOTICE OF AN OCCURRENCE, CLAIM OR SUIT WHICH AT THE TIME OF ITS HAPPENING DID NOT APPEAR TO INVOLVE THIS POLICY, BUT WHICH AT A LATER DATE WOULD APPEAR TO GIVE RISE TO CLAIMS THEREUNDER.

4. ASSISTANCE AND CO-OPERATION

THE COMPANY SHALL NOT BE CALLED UPON TO ASSUME CHARGE OF THE SETTLEMENT OR DEFENSE OF ANY CLAIM MADE OR SUIT BROUGHT OR PROCEEDING INSTITUTED AGAINST THE INSURED, BUT THE COMPANY SHALL HAVE THE RIGHT AND SHALL BE GIVEN THE OPPORTUNITY TO ASSOCIATE WITH THE INSURED OR THE INSURED'S UNDERLYING INSURERS.

5. APPEALS

IN THE EVENT THE INSURED OR THE INSURED'S UNDERLYING INSURERS ELECT NOT TO APPEAL A JUDGMENT IN EXCESS OF THE UNDERLYING LIMIT, THE COMPANY MAY ELECT TO MAKE SUCH APPEAL AT THEIR COST AND EXPENSE, AND SHALL BE LIABLE FOR THE TAXABLE COSTS AND DISBURSEMENTS AND INTEREST INCIDENTAL THERETO, BUT IN NO EVENT SHALL THE LIABILITY OF THE COMPANY FOR ULTIMATE NET LOSS EXCEED THE AMOUNT SET FORTH IN INSURING AGREEMENT 2 FOR ANY

ONE OCCURRENCE AND IN ADDITION THE COST AND EXPENSE OF SUCH APPEAL AND, PLUS THE TAXABLE COSTS AND DISBURSEMENTS AND INTEREST INCIDENTAL THERETO.

6. BANKRUPTCY OR INSOLVENCY

IN THE EVENT OF THE BANKRUPTCY OR INSOLVENCY OF THE INSURED OR ANY ENTITY COMPRISING THE INSURED, THE COMPANY SHALL NOT BE RELIEVED THEREBY OF THE PAYMENT OF ANY CLAIM HEREUNDER BECAUSE OF SUCH BANKRUPTCY OR INSOLVENCY.

7. OTHER INSURANCE

IF OTHER VALID AND COLLECTIBLE INSURANCE WITH ANY OTHER INSURER IS AVAILABLE TO THE INSURED COVERING A LOSS ALSO COVERED BY THE POLICY, OTHER THAN INSURANCE THAT IS IN EXCESS OF THE INSURANCE AFFORDED BY THIS POLICY, THE INSURANCE AFFORDED BY THIS POLICY SHALL BE IN EXCESS OF AND SHALL NOT CONTRIBUTE WITH SUCH OTHER INSURANCE, EITHER AS DOUBLE INSURANCE OR OTHERWISE. NOTHING HEREIN SHALL BE CONSTRUED TO MAKE THIS POLICY SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF OTHER INSURANCE.

8. SUBROGATION

IN THE EVENT OF ANY PAYMENT UNDER THIS POLICY, THE COMPANY SHALL BE SUBROGATED TO ALL OF THE INSURED'S RIGHTS OR RECOVERY THEREFORE AGAINST ANY PERSON OR ORGANIZATION AND THE INSURED SHALL EXECUTE AND DELIVER ALL NECESSARY INSTRUMENTS AND PAPERS, PROVIDED, NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONDITION, THE COMPANY AGREES TO WAIVE ALL RIGHTS AGAINST ANY PARTY INCLUDED AS AN INSURED HEREUNDER OR RELEASED BY AGREEMENT AND THIS INSURANCE SHALL NOT BE PREJUDICED IF THE INSURED BE UNABLE, BY REASON OF ANY SUCH AGREEMENT PRIOR TO LOSS TO SUBROGATE TO THE COMPANY THE RIGHTS OF RECOVERY AGAINST ANY PARTY.

INASMUCH AS THIS POLICY IS "EXCESS COVERAGE", THE INSURED'S RIGHT OF RECOVERY AGAINST ANY PERSON OR OTHER ENTITY CANNOT BE EXCLUSIVELY SUBROGATED TO THE COMPANY. IT IS, THEREFORE, UNDERSTOOD AND AGREED THAT IN CASE OF ANY PAYMENT HEREUNDER, THE COMPANY WILL ACT IN CONCERT WITH ALL OTHER INTERESTS (INCLUDING THE INSURED) CONCERNED, IN THE EXERCISE OF SUCH RIGHTS OF RECOVERY. THE APPORTIONING OF ANY AMOUNTS WHICH MAY BE SO RECOVERED SHALL FOLLOW THE PRINCIPLE THAT ANY INTERESTS WHICH MAY BE SO RECOVERED SHALL FOLLOW THE

PRINCIPEE THAT ANY INTERESTS (INCLUDING THE INSURED)
THAT SHALL HAVE PAID AN AMOUNT OVER AND ABOVE ANY
PAYMENT HEREUNDER, SHALL FIRST BE REIMBURSED UP TO THE
AMOUNT PAID BY THEM; THE COMPANY IS THEN TO BE
REIMBURSED UP THE AMOUNT PAID BY THEM; THE COMPANY IS
THEN TO BE REIMBURSED OUT OF ANY BALANCE REMAINING UP
THE AMOUNT PAID HEREUNDER; LASTLY, THE INTERESTS
(INCLUDING THE INSURED) OF WHOM THIS COVERAGE IS IN
EXCESS ARE ENTITLED TO CLAIM THE RESIDUE, IF ANY.
EXPENSES NECESSARY TO THE RECOVERY OF ANY SUCH AMOUNTS
SHALL BE APPORTIONED AMONG THE INTERESTS (INCLUDING
THE INSURED) CONCERNED, IN THE RATIO OF THEIR
RESPECTIVE RECOVERIES AS FINALLY SETTLED.

9. ASSIGNMENT

ASSIGNMENT OF INTEREST UNDER THIS POLICY SHALL NOT BIND THE COMPANY UNTIL THEIR CONSENT IS ENDORSED HEREON.

10. CURRENCY

THE PREMIUMS AND LOSSES UNDER THIS POLICY ARE PAYABLE IN UNITED STATES CURRENCY.

11. CONFLICTING STATUTES

IN THE EVENT THAT ANY PROVISION OF THIS POLICY IS UNENFORCEABLE BY THE INSURED UNDER THE LAWS OF ANY STATE OR OTHER JURISDICTION WHEREIN IT IS CLAIMED THAT THE INSURED IS LIABLE FOR ANY INJURY COVERED HEREBY, BECAUSE OF NON-COMPLIANCE WITH ANY STATUTE THEREOF, THEN THIS POLICY SHALL BE ENFORCEABLE BY THE INSURED WITH THE SAME EFFECT AS IF IT COMPLIED WITH SUCH STATUE.

12. AUTOMATIC ACQUISITION CLAUSE

IT IS HEREBY UNDERSTOOD AND AGREED THIS POLICY SHALL AUTOMATICALLY APPLY TO VESSEL(S) OR CRAFT(S) WHICH THE NAMED INSURED MAY ACQUIRE THROUGH PURCHASE OR BAREBOAT CHARTER PROVIDED SUCH ACQUISITIONS ARE REPORTED PER THE TERMS AND CONDITIONS OF THE APPLICABLE PRIMARY POLICY(S). IDENTIFIED IN THE SCHEDULE OF UNDERLYING IT IS FURTHER UNDERSTOOD AND AGREED THE MINIMUM UNDERLYING INSURANCE(S) APPLICABLE TO SUCH ACQUISITIONS SHALL BE \$1,000,000 OR THE HULL VALUE, WHICHEVER SHALL BE GREATER.

13. CANCELLATION

THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY WRITTEN NOTICE STATING WHEN NOT LESS THAN 90 DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. MAILING NOTICE, AS PREVIOUSLY STATED, SHALL BE SUFFICIENT PROOF OF NOTICE. THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING. CANCELLATION BY EITHER PARTY SHALL BE COMPUTED ON A PRO RATA BASIS. PREMIUM ADJUSTMENT MAY BE MADE AT THE TIME CANCELLATION BECOMES EFFECTIVE; BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

14. NONRENEWAL OR MATERIAL CHANGE

IF THIS COMPANY ELECTS NOT TO RENEW THIS POLICY, OR TO AFFECT A MATERIAL CHANGE, IT SHALL MAIL TO THE INSURED WRITTEN NOTICE OF SUCH NONRENEWAL OR MATERIAL CHANGE, NOT LESS THAN NINETY (90) DAYS PRIOR TO THE POLICY EXPIRATION DATE OR PROPOSED DATE OF CHANGE.

15. MAINTENANCE OF UNDERLYING INSURANCE

- A. IT IS A CONDITION OF THIS POLICY THAT THE POLICY OR POLICIES REFERRED TO IN THE ATTACHED "SCHEDULE OF UNDERLYING INSURANCES" SHALL BE MAINTAINED IN FULL EFFECT DURING THE CURRENCY OF THIS POLICY EXCEPT FOR ANY REDUCTION OF THE AGGREGATE LIMIT OR LIMITS CONTAINED THEREIN SOLELY BY PAYMENT OF CLAIMS IN RESPECT OF ACCIDENTS AND/OR OCCURRENCES, OCCURRING DURING THE PERIOD OF THIS POLICY.
- B. INADVERTENT FAILURE OF THE INSURED TO COMPLY WITH (A) ABOVE OR INADVERTENT FAILURE TO NOTIFY UNDERWRITERS OF ANY CHANGES IN THE UNDERLYING INSURANCES SHALL NOT PREJUDICE THE INSURED'S RIGHTS OF RECOVERY UNDER THIS POLICY BUT IN THE EVENT OF SUCH FAILURE, UNDERWRITERS TO BE LIABLE ONLY TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH THE SAID CONDITION.

C. IN THE EVENT OF AN UNDERLYING WAR RISKS INSURANCE BEING CANCELLED BY THE UNDERWRITERS THEREON UNDER THE TERMS OF THE CANCELLATION CLAUSE THEREIN, SUCH CANCELLATION SHALL NOT CONSTITUTE A BREACH OF (A) ABOVE, BUT UNDERWRITERS TO BE LIABLE HEREUNDER ONLY TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THAT UNDERLYING WAR RISKS INSURANCE NOT BEEN CANCELLED. NOTHING IN THE FOREGOING SENTENCE SHALL BE DEEMED TO AFFECT THE APPLICATION OF EXCLUSION NO. 8 HEREUNDER.

16. ERRORS IN DESCRIPTION OR OMISSION IN SCHEDULING UNDERLYING INSURANCE(S)

ANY ERROR OR UNINTENTIONAL OMISSION, WHETHER ON THE PART OF THE COMPANY OR THE INSURED, IN LISTING ANY UNDERLYING POLICY OR IN THE DESCRIPTION OF ANY UNDERLYING POLICY SHALL NOT INVALIDATE THE INSURANCE AFFORDED UNDER THIS POLICY AND SHALL COVER IN THE SAME WAY AS THOUGH ALL UNDERLYING POLICIES HAD BEEN PROPERLY LISTED AND DESCRIBED.

17. BROAD AS PRIMARY

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF LOSS FOR WHICH THE INSURED HAS COVERAGE UNDER THE UNDERLYING INSURANCE SET OUT IN THE ATTACHED SCHEDULE, THE EXCESS OF WHICH WOULD BE RECOVERABLE HEREUNDER EXCEPT FOR TERMS AND CONDITIONS OF THIS POLICY WHICH ARE NOT CONSISTENT WITH THE UNDERLYING, THEN NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS POLICY SHALL BE AMENDED TO FOLLOW THE TERMS AND CONDITIONS OF THE APPLICABLE UNDERLYING INSURANCE IN RESPECT OF SUCH LOSS. THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE NUCLEAR ENERGY LIABILITY.

ATTACHING TO AND

BECOMING PART OF

GRANITE STATE NO: 6182-9425

C. V. STARR AND COMPANY Underwriting Managers

COVER NOTE

PTG 350012

ENTERED - 47

1387 2 5 1976

P.O. ADDRESS (NO., ST., TOWN, COUNTY & STATE)

AG LANGER

Dillingham Corp. NAMED INCOREC P. O. Box 3468

Honolulu, Kawaii 95801

Johnson & Higgins 601 California Street PRODUCER

San Francisco, Calif. 94108

"IG CC" ANY Globe Insurance Company TENTATIVE ADVANCE PREMIUM

EFFECTIVE DATE

\$406.250

The above named company, hereinafter referred to as the Company, agrees with the named insured, hereinafter referred to as the insured, in consideration of the payment of the above tentative advance premium and subject to all the terms of this Cover Note as follows:

1—The Company acknowledges itself bound by the terms, conditions and limitations of the policy of insurance in current use by the Company for the kind of insurance specified in the Schedule of Insurance forming a part hereof from effective date shown herein and until one year thereafter or until such earlier date as the actual policy may be issued.

ITEM 2-SCHEDULE OF INSURANCE

Annual Premium - Ban King Excess Plan

Loss Deposit Retention Taxes

\$350,000 -40,000 16,250

Premium Payable 5-1-76

-CANCELLATION

Cancellation of the insurance described in Item 2 shall be in accordance with the applicable policylies) of insurance.

Cover Note shall be terminated as of its inception by the issuance of the policy by the Company and the tentative advance premium shall be credited thereto-YESS WHEREOF, the Company has caused this Cover Note to be signed by its President and a Secretary at New York, N. Y. and countersigned by a duly zed representative of the Company.

Commission NIL

1), ller Catana

COMPANY COPY

5/24/76

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	Type policy number only, in this section in policy declarations.	above the heav	ry line, IF is	sued with policy a	nd attachment stated
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R	OYAL GLOBE INSURANCE CO.	PRÉMIUM	Return \$	140, CFF, DATE (MO., DAY, YR.) 5-1-76	PTG 350012
Ł	Named Insured (and address, zip code, when necessary for	r mailing)	Pred	uovr land address, zip code	, for multility)
	DILLINGHAM CORP.				
	<u> </u> _	_]		·	

IT IS AGREED THAT THE ABOVE POLICY IS RENEWED EFFECTIVE MAY 1, 1976 TO MAY 1, 1977. THE RENEWAL RATES AND PREMIUMS ARE AS INDICATED BELOW.

AUTO LIABILITY GENERAL LIABILITY PER \$100. OF PAYROLL PER EACH UNIT B.1. - RATES - P.D. B.I. - RATES - P.D. .618 .412 \$135.00 90.00 EXPOSURE 106,452,441.00 EXPOSURE-1628 UNITS \$657,878. - 433,586. \$146,520 \$219,780. TOTAL PREMIUMS -366,300. \$1,096,464. \$1,462,764.

12 INST. OF \$121,897.00 EACH

ANNUAL PREMIUM BANKING EXCESS PLAN

LOSS DEPOSIT
RETENTION
TAXES

TOTAL

40,000.

*343,000

16,250. \$399,250

* S/B 343,000

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<u> </u>	EMBORSEMENT				
WAY WAS LOOK	Type policy number only, in this section policy declarations.	tion above the heavy	line, lf iss	und with policy a	nd ultachment stu.
	Unless offerwise stated, this endursement forms a smalled as of issue, provided such attachment is stronger, this and resement is issued for attachned place in other disches the other time same time or hour of the day as the political states and the same time or hour of the day as the political states and time or hour of the day as the political states.	ated in the policy declarations, at to and forms a part of the indicated on this endorscopent		AUFHOLINES ASSE	Louis II v E
Соможну		PREMISE	. <u>'</u>	END. EFF. CATE SMO., DAY, 72.)	LUCTICA SAMBOT V MAR.
ROYA!	CLOSE INSURANCE CO.	T Add'l. (7) Ret	urn \$	5 <u>-i-</u> 75	PTG 350012
	Named Insured (and address, vip code, when necessa	ary for mailing)	Produc	cer (and address, rip code	e, for mailing)
ı			ļ		1
	DILLINGHAM CORP.				
	<u>.</u>				

ADDITIONAL INSURED

IT IS HEREBY AGREED THAT THE PERSONS OR ORGANIZATIONS DESIGNATED BELOW ARE INCLUDED AS ADDITIONAL NAMED INSUREDS BUT ONLY WITH RESPECTS TO LIABILITY ARISING OUT OF THEIR INTEREST IN THE DESIG-MATED PREMISES:

MAME OF PERSON OR ORGANIZATION

DESIGNATION OF PREMISES

- 1. LANTAHA W.S., A LIMITED PARTNERSHIP WITH DILLINGHAM DEVELOPMENT COMPANY AS IT'S GENERAL PARTNER AND GLENDON INVESTMENTS LIMITED, A LIMITED PARTNERSHIP
- AVCO CENTER 10840-10850 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA
- 2. WALNUT CREEK PLAZA, A LIMITED PARTNERSHIP, AND DILLINGHAM DEVELOPMENT COMPANY AND SAMUEL ZELL AS GENERAL PARTNERS AND

1990 NORTH CALIFORNIA BLVD. WALNUT CREEK, CALIFORNIA

SAMUEL ZELL, INDIVIDUALLY AND AS TRUSTEE UNDER TRUST #3107 AND ALL BENEFICIARIES THEREUNDER, OWNERS OF THE LAND.

3. SAMUEL ZELL, NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST #4400;

PALO ALTO SQUARE 3000 EL CAMINO REAL PALO ALTO, CALIFORNIA

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

CU 260003-1 —Singles

2.33	EMPORTEMENT				
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ar sû y		(PEEN II,M	<u> </u>	FAS. EFF. DATE	POSION MARTIE & NUMBER
ROY.	AL GLOBE INSURANCE CO.	day magalang magal	etern \$	5-1-76	PT6 350012
·	flamed Insured (and address, zip code, when necessary	for mailing)	Prod	ucer (and address, sip code	, for = (1mg)
	[-				
	DILLINGHAM CORF.	•			
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IT IS AGREED THAT THE NAMED INSURED IS AMENIDED TO INCLUDE:

- I. SYSTECH FINANCIAL CORPORATION
- 2. SYSTECH PROPERTY SERVICES CORPORATION
- 3. SYSTECH REAL ESTATE SECURITIES CORPORATION
- 4. SYSTECH INVESTMENT CORPORATION, D/B/A SYSTECH PROPERTIES COMPANY
- 5. SYSTECH FINANCIAL CORPORATION, D/B/A DILLINGHAM MANAGEMENT COMPANY.

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ingless, y martines and a second	2	PREVIOU	ERO, EFF, PAIL (MO , DAY, YS.)	TOUR TOWNS TO SHEER	
ROYAL GLOSE	INSURANCE CO.	Add'f. 📋 Raturn 🤻	5-1-76	Pig 550-12	
Married Insur-	ed (and address, zip code, when necessary	for rappling) Prod	near land zadress, zip onde	, for mailing)	
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DH	LINGHAM CORP.				

WITH RESPECT TO SYSTECH FINANCIAL CORP. AND ITS' SUBSIDIARIES IT IS HEREBY AGREED THAT CONDITION 7 OF THE POLICY IS AMENDED TO READ AS FOLLOWS:

NOTICE OF OCCURRENCE

WHEN ACTUAL KNOWLEDGE OF AN OCCURRENCE IS HAD BY AN EXECUTIVE OFFICER OR RISK MANAGER OR OTHER DESIGNATED EMPLOYEE OF THE NAMED INSURED OR BY THE INSURANCE DEPARTMENT OF SYSTECH FINANCIAL CORPORATION, WRITTEN NOTICE OF THE OCCURRENCE SHALL BE GIVEN BY OR ON BEHALF OF THE NAMED INSURED TO THE COMPANY AS SOON AS PRACTICABLE. SUCH NOTICE SHALL CONTAIN PARTICULARS SUFFICIENT TO IDENTIFY THE INSURED AND ALSO REASONABLY OBTAINABLE INFORMATION RESPECTING THE TIME, PLACE AND CIRCUMSTANCES OF THE OCCURRENCE, THE NAMES AND ADDRESSES OF THE INJURED AND OF AVAILABLE WITNESSES.

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Tipe policy number only, in in policy declarations.

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PREMIUM

with policy and attachment stated

Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations, Otherwise, this endorsement is issued for attachment to and forms a part of the gailer numbered below, effective only on the date indicated on this endorsament but at the same time or hour of the day as the policy became effective.

AUTHGRIZES REPRESENTALIVE

CLOSE INSURANCE COMPANY

<u>റുകാന ഇ</u>കുക്ക് 1310.

POLICY ST. JOL A NUMBER EPO. EFF. DATE (MO , D VV. 19.) PTG 350014 5-1-73

Named Insured (and address, zip code, when necessary for mailing)

DILLINGHAM CORPORATION, ET AL P.O. BOX 3468 HONOLULU, HAWAII 96801

Producer (and address, aspicade, for mailing)

JOHNSON & HIGGINS OF CALIFORNIA 601 CALIFORNIA STREET SAN FRANCISCO, CALIFORNIA

NSIDERATION OF THE PREMIUMS CHARGED, AND IN FURTHER CONSIDERATION OF THE CANCELLATION OF FOLICY #PTG 310011/2/3 EFFECTIVE MAY 1, 1978, IT IS AGREED THAT THE FOLLOWING IS INCLUDED AS A NAMED INSURED UNDER THIS POLICY:

> METRO TRACK CONSTRUCTORS, A JOINT VENTURE CONSISTING OF GORDON H. BALL, INC.; J.F. SHEA CO., INC.; RAILCO, INC.; AMERICAN CONTRACTING, INC.; AND AMELCO INDUSTRIES AS SUCCESSOR IN INTEREST TO AMERICAN CONTRACTING, INC.

AND:

METRO TRACK CONSTRUCTORS, A JOINT VENTURE CONSISTING OF GORDON H. BALL. INC. AND J.F. SHEA CO., INC.; SUCCESSOR TO METRO TRACK CONSTRUCTORS, A JOINT VENTURE CONSISTING OF GORDON H. BALL, INC.; J.F. SHEA CO., INC.; RAILCO, INC.; AND AMERICAN CONTRACTING, INC.; AND AMELCO INDUSTRIES AS SUCCESSOR IN INTEREST TO AMERICAN CONTRACTING, INC.

IT IS FURTHER AGREED THAT THE "GORDON H. BALL, INC. SEPARATELY INSURED JOINT VENTURE" ELEGRSEMENT AND "GORDON H. BALL, INC. ET AL WMATA AND MARTA COMPLETED OPERATIONS" ENDORSEMENT ISSUED TO POLICY NO. PTG 360011 EFFECTIVE MAY 1, 1975 ARE REPLACED BY THE REVISED ENDORSEMENTS ATTACHED HERETO.



I with policy and attachment stated Type policy number only, in 3 section above the heavy line, If is: in policy declarations. Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement

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BUYAL GLOBE INSURANCE COMPANY

口 Aidit. 口 Ration : INCL.

PTG 350014

Named Insured (and address, alpicode, when necessary for mailing) DILLINGHAM CORPORATION ET AL P.O. BOX 3468 Honolulu, Hawaii 96801

but at the same time or hour of the day as the policy became effective.

Profeser (and address, top code, for mailing) JOHNSON & HIGGINS OF CALIFORNIA 601 California Street San Francisco, California 94168

- 1. Except as provided in Section II below, it is agreed that the coverages provided under this policy for Liability other than Automobile do not apply to operations performed by or for the Named Insured in connection with any Washington Matropolitan Area Transit Authority Project or Metropolitan Atlanta Rapid Transit Authority Project for which insurance is afforded under the Washington Metropolitan Area Transit Authority Wrap-up Insurance Program or the Metropolitan Atlanta Rapid Transit Authority "Wrap-up" Insurance Program.
- As respects the below listed Named Insureds only, it is hereby understood and agreed that. as respects the "Products Hazard" as defined in Condition 3(f)., coverage is afforded under this policy for all operations performed by or for the below listed Named Insureds in connection with:
 - (A) Any Washington Metropolitan Area Transit Authority Project for which insurance is afforded under the Washington Metropolitan Area Transit Authority "Wrap-up" Insurance
 - (8) Any Metropolitan Atlanta Rapid Transit Authority Project for which insurance is afforded under the Metropolitan Atlanta Rapid Transit Authority "Wrap-up" Insurance

This coverage will commence upon termination of coverage for the "Products Hazard" or "Completed Operations Hazard" as either may be defined in the applicable "Wrap-up" insurance policy(ies).

The premium for the Endorsement shall be calculated at a rate of \$0.50 per \$1,000 of Contract Price.

Named Insureds:

- 1. Gordon H. Ball, Inc.
- 2. Sponsored Joint Ventures of Gordon H. Ball, Inc.
- 3. Transit Products Company, Inc.
- 4. Dillingham Corporation, as respects the operations of a Named Insured included in 1, 2, or 3 above.

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incology.	Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.			AUTHORIZED REPRESENTATIVE		
RAAL	GLOBE INSURANCE COMPANY	PREMIUM	urn \$ IMCL.	1 END. EFF. DAFE (MO, DAY, TR.) 5 - 1 - 73	PTG -35 JO15	
	Named Insured land address, tip code, when necessary for DILLINGHAM CORPORATION ET AL P.O. BOX 3468 HONOLULU, HAWAII 96801	र ताउपीतपु)	JOHNSON S 601 CALIS	tad address, do esc & HIGGINS OF FORNIA STREE CISCO, CALIF	CALIFORNIA T	

It is hereby understood and agreed that, for the below listed Named Insured only, the term "all other entities for which any of the foregoing may be responsible" in graph one of Insurance Agreement III (Definition of Named Insured and Insured) shall include Sponsored Joint Ventures except:

1. Auburn Constructors, a Joint Venture.

MAMED INSURED: GORDON H. BALL, INC.

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Unless otherwise stated, this endorcement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy membered below, affective only on the date indicated on this endorcement that at the same time or hour of the day as the pulicy became effective.

"ผู้เกิดเลิกก จึงคุย (เมริสัส) เพื่อ

Royal Globe Insurance Co.

FAMIL Destro S 347,

1100.07 willows 12 mines 12 1200 350034

fizined insured (and address, zip code, when necessary for mailing)

Dillingham Comporation

Producer land address, zip salle, for mailings

Johnson à Miggins 631 California St.

Sau Francisco, CA 25300

Excess-Guaranteed Cost Installment Todorsecont

It is egreed that the premium payments are due as shown below to later them the 19th day of the mouth payment is due.

Date Due	Ceceral Liability	auto=obilo <u>Libilibil</u>	Total
May 1, 1979	61,832.	25,000.	86,832.
August 1, 1978	61,632.	25,900.	88,832.
November 1, 1978	61,032.	24.935	06,831.
February 1, 1979	61.333.	24,999.	86,002.
	247,329.	52,528.	347,327.

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attached as of Dinerwise, told	ise stated, this endorsement forms a issue, provided such attachment is state endorsement is issued for attachment below, effective only on the date is extime or hour of the day as the patic	ted in the policy declarations, t to and forms a part of the ndicated on this endorsement	SIGNED BY	authoaized htp	95SENTATIVE
	URANCE COMPANY	PREMIUM Addit. [] Rela	m \$ INCL.	52-12-783	PTG 350014
·		y for mailing)	JOHNSON 3 601 Calif	und address, Ap cod MISGIMS OF Tornia Stree Misco, Calif	CALIFORNIA
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or for the Named Insured in connection with any Washington Mctropolitan Area Transit Authority Project or Metropolitan Atlanta Rapid Transit Authority Project for which insurance is afforded under the Washington Metropolitan Area Transit Authority Wrap-up Insurance Program or the Metropolitan Atlanta Rapid Transit Authority "Wrap-up" Insurance Program.

As respects the below listed Named Insureds only, it is hereby understood and agreed that, as respects the "Products Hazard" as defined in Condition 3(f)., coverage is afforded under this policy for all operations performed by or for the below listed Named Insureds in connection with:

(A) Any Washington Metropolitan Area Transit Authority Project for which insurance is afforded under the Washington Matropolitan Area Transit Authority "Wrap-up" Insurance Program.

(3) Pay Metropolitam Atlanta Rapid Transit Authority Project for which insurance is afforded under the Metropolitan Atlanta Rapid Transit Authority "Wrap-up" Insurance Program.

This coverage will commence upon termination of coverage for the "Products Hazard" or "Completed Operations Hazard" as either may be defined in the applicable "Wrap-up" insurance policy(ies).

The premium for the Endorsement shall be calculated at a rate of \$0.50 per \$1,000 of Contract Price.

Named Insureds:

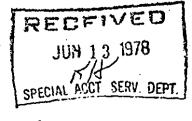
1. Gordon H. Ball, Inc.

2. Sponsored Coint Ventures of Gordon H. Ball, Inc.

3. Transit Products Company, Inc.

4. Dillingham Corporation, as respects the operations of a Named Insured included in 1, 2, or 3 above.

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Type policy number only, in this execution of the policy declarations.	<u></u>				
affriched as of issue, provided such attachment is stated to otherwise, this endorsement is issued for attachment to reliev numbered below, effective only on the date indicated the control of the date indicated the date indicated the control of the date indicated	Unless otherwise stated, this endersement forms a part of the policy to which affected as of issue, provided such attachment is stated in the pulscy declarations. Otherwise, this endorsement is issued for attachment to and forms a port of the colory combered below, effective only on the date indicated on this endorsement but if the same time or hour of the day as the policy became effective.		ent AUTHORIZED STRACTORIZED		
FINE GLOCE INSURANCE COMPANY	PŘEMIÚM □ Add™. □ R	etora S INCL.	(8-0, 5-4, 5-4; (8-0, 6-44, 48) 5-1-78	Figure 1 and 1	
Married lastifed tand address, his code, when necessary for DILLINGHAM CORPORATION ET AL P.O. BOX 3468 HOMOLULU, HAMAII 96801	mailing)	JOHASON 601 CALI	e Good Statests, Siplicate & HIGGINS OF FORNIA STREE CISCO, CALIF	CALIFORNIA T	

It is hereby understood and agreed that, for the below listed Hamed Insured only, the term "all other entities for which any of the foregoing may be responsible" in Paragraph one of Insurance Agreement III (Definition of Named Insured and Insured) shall include Sponsored Joint Ventures except:

1. Auburn Constructors, a Joint Venture.

NAMED INSURED: GORDON H. BALL, INC.

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Type policy number only, in this section about 15 in policy declarations.			i with pobby 6	and extrollulated star
Unions otherwise stated, this endorsement forms a part of attributed as of issue, provided such attributent to and Dimensions, this endorsement is issued for attributent to and partly numbered below, effective only on the date indicated but at the same time or hour of the day as the policy became	forms a part of the earths endorsement	310.120 111	TAUTHORIZED RET	
RSULA REDBE INSURANCE COMPANY	D A331. □ Retu	rn STAC.	19992011	216 350014
DILLINGHAM CORPORATION, ET AL P.O. BOX 3468 HOMOLULU, HAWAII 96807	ding)	JOHNSON 8 601 CALIF	FORMEA STREE	F CALIFORNIA

IN CONSIDERATION OF THE PREMIUMS CHARGED, AND IN FURTHER CONSIDERATION OF THE CANCELLATION OF POLICY #2TG 310011/2/3 EFFECTIVE MAY 1, 1978, IT IS AGREED THAT THE FOLLOWING IS INCLUDED AS A NAMED INSURED UNDER THIS POLICY:

METRO TRACK CONSTRUCTORS, A JOINT VENTURE CONSISTING OF GORDON H. BALL, INC.; J.F. SHEA CO., INC.; RAILCO, INC.; AMERICAN CONTRACTING, INC.; AMELCO INDUSTRIES AS SUCCESSOR IN INTEREST TO AMERICAN CONTRACTING, INC.

AND:

METRO TRACK CONSTRUCTORS, A JOINT VENTURE CONSISTING OF GORDON H. BALL, INC. AND J.F. SHEA CO., INC.; SUCCESSOR TO METRO TRACK CONSTRUCTORS, A JOINT VENTURE CONSISTING OF GORDON H. BALL, INC.; J.F. SHEA CO., INC.; RAILCO, INC.; AND AMERICAN CONTRACTING, INC.; AND AMERICAN DUSTRIES AS SUCCESSOR IN INTEREST TO AMERICAN CONTRACTING, INC.

IT IS FURTHER AGREED THAT THE "GORDON H. BALL, INC. SEPARATELY INSURED JOINT VENTURE" ENDORSEMENT AND "GORDON H. BALL, INC. ET AL WMATA AND MARTA COMPLETED OPERATIONS" ENCORSEMENT ISSUED TO POLICY NO. PTG 350011 EFFECTIVE MAY 1, 1975 ARE REPLACED BY THE REVISED ENDORSEMENTS ATTACHED HERETO.

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ROYAL GLOBE INSURANCE COMPANY

An Illinois Stock Company with Executive Offices at 150 William Street, New York, N. Y. 10038

POLICY NUMBER: PTG 350011

Pg. Revision 6/9/13

DECLARATIONS

Dillingham Corporation, A Hawaiian Corporation, as ITEM 1. NAMED INSURED:

it now exists or as it may exist hereafter and any allied or subsidiary interest as defined in Insuring

Agreement III of the policy.

P. O. Box 3468, Honolulu, Hawaii 96801 ADDRESS:

May 1, 1975 Until Cancelled, both dates at 12:01 A.M. ITEM 2. POLICY PERIOD:

Standard Time at place of operations.

LIMITS OF LIABILITY: ITEM 3.

Personal Injury Liability and

Property Damage Liability:

\$ 500,000 Combined Single Limit of Liability for Any One Occurrence, and

\$5,000,000 Aggregate Limit of Liability Any One Policy Year.

DECLARATIONS (Continued)

ITEM 4. POLICY PREMIUM:

- A. Not subject to Banking Excess Plan:
 - (a) Estimated Premium for First Policy Year:

Estimated	Rate Per \$100. of payroll (per M&C	Estimated General Liability Premium
Payroll \$86,666,667	rating manual) 1.20	\$1,040,000.

- (b) Estimated Number Rate Estimated Automobile

 of Vehicles Per Vehicle Liability Premium

 \$\frac{1575}{200.00}\$\$ \$315,000.
- B. Subject to Banking Excess Plan:
 - (a) Retention (Including Tax) \$15,465.
 - (b) Loss Deposit (Including Tax) 180,425.

Countersigned by:

Authorized Representative

The Royal Globe Insurance Company of New York (a stock company hereinafter called "The Company") in consideration of the payment of the premium and in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms and conditions of this policy, agrees with the "Named Insured" as hereinafter defined:

It is agreed the Supplementary Payments, definitions and Conditions in the Jacket of this policy are deleted.

INSURING AGREEMENTS

I. Coverage-Liability

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay because of Bodily Injury, Personal Injury or Property Damage caused by or resulting from an occurrence as hereinafter defined.

II. Defense, Settlement, Supplementary Payments

With respect to such insurance as is afforded by this policy, the company shall:

- (a) defend any suit against the Insured alleging such Bodily Injury, Personal Injury or Property Damage and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but The Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all premiums on bonds to release attachments, for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds or other bonds required in any such defended suit, but The Company shall have no obligation to apply for or furnish any such bonds. If bonds are required in an amount in excess of the applicable limit of liability of this policy, The Company will pay the premium in a proportion the amount of the applicable limit of liability bears to the total amount of the bond;
- (c) pay all expenses incurred by The Company, all costs taxed against the Insured in any such suit and all interest accruing after entry of judgment until The Company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of The Company's liability thereon;
- (d) pay all expenses incurred by the Insured for such immediate medical and surgical relief to others as shall be necessary at the time of an occurrence
- (e) reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred at The Company's request;

and the amounts so incurred, except settlements of claims and suces, of are payable of The Company in addition to the blicable limit of liability of this policy.

III. Definition of Named Insured and Insured

The words "Named Insured" wherever used in this policy shall mean the entity named in Item 1 of the Declarations; any entity financially owned or controlled thereby; and all other entities for which any of the foregoing may be responsible.

The unqualified word "Insured" means the Named Insured and also:

- (a) any other individual, firm, co-partnership, corporation, political subdivision, commission, board or agency thereof including the officers and members of such political subdivision, commission, board or agency or any other entity for whom the Named Insured has contracted or during the currency of this policy may contract to procure liability insurance but only to the extent and in the amount for which such Named Insured has contracted to procure such Insurance, and in no event to exceed the limit of liability set forth in this policy;
- (b) except with respect to the ownership, maintenance or use, including loading or unloading, of automobiles while away from premises owned by, rented to or controlled by the Named Insured (including ways immediately adjoining):
 - (1) any director, stockholder, executive officer or other employee of the Named Insured while acting within the scope of his duties as such and any person or organization while acting as real estate manager for the Named Insured provided that no employee of the Named Insured shall be insured with respect to:
 - (i) Personal Injury to another employee of the Named Insured arising out of and in the course of his employment;
 - (ii) Property Damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised by, another employee of the Named Insured or the Named Insured.
 - (2) if the Named Insured is a partnership, any partner therein but only with respect to his liability as such.
- (c) with respect to any automobile owned by the Named Insured or hired for use by or on behalf of the Named Insured, any person while using such automobile and any person or organization legally responsible for the use thereof; provided its actual use is with the permission of

the Nam. Insured, and provided the other person's actual operation or (if the other person is not operating) the other person's other actual use thereof is within the scope of such permission; and any employee of the Named Insured with respect to the use of a non-owned automobile in the business of the Named Insured. This insurance, with respect to any person or organization other than the Named Insured, does not apply:

- to any person or organization while employed or otherwise engaged in duties in connection with the operation of an automobile sales agency, repair shop, service station, storage garage or public parking place in which the Named Insured does not have a proprietary interest, with respect to any occurrence arising out of the operation thereof;
- (2) with respect to any non-owned automobile, to any employee if such automobile is owned by him or a member of the same household;
- (3) to any employee with respect to injury to or sickness, disease or death of another employee of the same employer injured in the course of such employment in an occurrence arising out of the maintenance or use of an automobile in the business of such employer.
- (4) the owner or lessee (of whom the Named Insured is a sub-lessee) of a hired automobile or any agent or employee of any such owner or lessee.

IV. Policy Period, Territory

This policy applies only to occurrences which occur during the policy period within the United States of America, its territories or possessions (except Guam), or Canada, and to occurrences occurring elsewhere, provided that with respect to such occurrence occurring elsewhere the policy applies only if:

- (a) claim based thereon is initially made within the United States of America, or
- (b) suit against the insured alleging personal injury, sickness, disease or death or injury to or destruction of property and seeking damages on account thereof, is originally brought within the United States of America; and provided further that the Company shall have no obligation to defend any suit against the insured (or pay any judgment obtained thereby) brought in the United States of America which seeks to enforce, collect or execute or is in any way connected with a judgment obtained in a foreign jurisdiction.

EXCLUSIONS

This policy does not apply:

- (a) to any obligation for which the Insured or any carrier as his insurer may be held liable under any Workman's Compensation, Unemployment Compensation or Disability Benefits Law, or under any similar law;
- (b) to bodily injury, sickness, disease or death of any employee of the Insured arising out of and in the course of his employment by the Insured, but this exclusion does not apply to:
 - a domestic employee whose injury arises out of an automobile covered by this policy and for whose injury benefits in whole or in part are not payable or required to be provided under any Workmen's Compensation Law;
 - (2) liability of others assumed by the Insured under any contract or agreement;
- (c) to property damage to:
 - (1) property owned by the Insured;
 - (2) property carried on or upon any automobile or other vehicle in charge of the Insured;
 - (3) property in the care, custody or control of the Insured for repair or sale;
 - (4) that particular part of any property upon which the Insured is or has been working caused by the faulty manner in which the work has been performed.
- (d) to liability assumed by the Insured under any contract, lease or agreement for property damage to property owned, rented, leased, used by or in the care, custody or control of the Insured unless such liability would have been covered in the absence of such contract, lease or agreement;
- (e) to claims made against the Insured:
 - for repairing or replacing any defective goods or products manufactured, sold, handled or distributed by the Insured or any defective part or parts thereof, nor for the cost of such repair or replacement;
 - (2) for the loss of use of any such defective goods or products or part or parts thereof.

- (f) to Perso Injury or Property Damage due to var, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to the:
 - (1) liability assumed by the Insured under any contract or agreement;
 - (2) expenses for medical or surgical relief as provided for in Insuring Agreement II (d).
- (g) to Personal Injury or Property Damage arising out of ownership, maintenance, operation or use of watercraft by Pacific Towboat & Salvage Co., Foss Launch & Tug Co., Foss L & T Co., Hawaiian Tug & Barge Co., and Young Bros. Ltd. if the occurrence takes place away from premises owned by, rented to or controlled by said Named Insureds;

This exclusion shall not apply to Personal Injury or Property Damage resulting from operations performed for said Named Insured by independent contractors nor to Personal Injury or Property Damage resulting from the loading or unloading of watercraft by land-based equipment.

- (h) to marine occurrences covered by any policy and any substitution of renewal thereof or by any other policy which provides marine coverage to any insured.
- (i) to the ownership, maintenance, operation, use, loading or unloading of an aircraft owned or chartered without crew by or on behalf of the Named Insured; but this exclusion shall not apply to:
 - (1) liability arising out of operations performed by independent contractors;
 - (2) liability assumed by the Insured under any contract or agreement.
- (j) to claims made against the Insured for improper or inadequate performance of a product of the Insured, except where such claims are for Personal Injury or Property Damage resulting from such improper or inadequate performance; nothing herein contained shall be construed to exclude claims made against the Insured for improper or inadequate design or specification.

CONDITIONS

- 1. LIMITS OF LIABILITY regardless of the number of:
 - (a) Insureds under this policy;
 - (b) Persons or organizations who sustain Personal Injury or Property Damage; or
 - (c) claims made or suits brought on account of Personal Injury or Property Damage, the liability of The Company is limited as follows:
 - (1) the limit of liability stated in Item 3 of the Declarations as applicable to each occurrence is the total limit of The Company's liability for all damages as a result of any one occurrence; provided that with respect to any occurrence arising out of the ownership, maintenance, operation or use of an automobile for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury and Property Damage to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of The Company's liability;
 - (2) subject to the above provision (1) respecting each occurrence, the total liability of The Company for all damages because of all Personal Injury and Property Damage which occurs during each annual period while this policy is in force commencing from its effective date, and included within the Products (including Completed Operations) Hazard shall not exceed the limit of liability stated in Item 3 of the Declarations as aggregate;
 - (3) subject to the above provision (1) respecting each occurrence, except with respect to Property Damage arising out of the ownership, maintenance or use of automobiles, the total liability of The Company for all damages because of all Property Damage to which this policy applies which occurs during each annual period while this policy is in force commencing from its effective date and included within any of the subparagraphs below shall not exceed the limit of liability stated in Item 3 of the Declarations as aggregate:
 - (a) Property Damage arising out of operations performed by
 the Named Insured other than Property Damage for which
 liability is assumed under any contract;

- (b) Property Damage arising out of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured if such Property Damage occurs during the course of such operations, other than Property Damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured, structural alterations at such premises which do not involve changing the size of or moving buildings or other structures or Property Damage for which liability is assumed under any contract;
- (c) liability assumed by the Insured under any contract with respect to Property Damage described in subparagraphs (a) and (b) above.

Such aggregate limits shall apply separately to subparagraphs (a), (b) and (c) above, and separately with respect to each project away from premises owned by or rented to the Named Insured.

2. SEVERABILITY OF INTERESTS

- (a) The word "Insured" is used severally and collectively, but the inclusion of more than one Insured shall not operate to increase the limits of The Company's liability.
- (b) The personal pronouns used in this policy referring to the Insured shall apply irrespective of number or gender.
- (c) In the event of injury to an employee of one or more Insured, this policy shall cover any Insured not employing the person so injured in the same manner and to the same extent as though separate policies had been issued to each Insured.
- (d) In the event of injury to one or more Insured, for which another Insured is or may be held liable, this policy shall cover such Insured against whom claim is made or may be made in the same manner and to the same extent as though separate policies had been issued to each Insured.
- (e) In the event of damage to property owned by or in the care, custody or control of, or carried on or in any vehicle in the charge of any one or more Insured, for which another Insured is or may be held liable, this policy shall cover such Insured against whom claim is made or may be made in the same manner and to the same extent as though separate policies had been issued to each Insured.
- (f) Any act or omission on the part of any Insured under this policy shall not prejudice the interest of any other Insured under this policy.

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OTHER DEFINITIONS

- (a) Automobile Except where stated to the contrary, the word "automobile" means a land motor vehicle or trailer as follows:
 - (1) Owned Automobile an automobile owned by the Named Insured;
 - (2) Hired Automobile an automobile used under contract in behalf of, or loaned to, the Named Insured provided such automobile is not owned by or registered in the name of:
 - (a) The Named Insured:
 - (b) an executive officer thereof;
 - (c) an agent other than an employee of the Named Insured who is granted an operating allowance of any sort for the use of such automobile.
 - (3) Non-Owned Automobile any other automobile.

The following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise:

if of the crawler-type, any tractor, power crane or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of the mix-in transit type; any grader, scraper, roller or farm implement; and, if not subject to motor vehicle registration, any other equipment not specified below, which is designed for use principally off public roads.

The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for the purposes of transportation or while being operated solely for locomotion, but not otherwise:

if of the non-crawler type, any power crane or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or welding equipment or well-drilling machinery.

- (b) Semi-Trailer The word "trailer" includes semi-trailer.
- (c) Private Passenger Automobile The term "private passenger automobile' means a private passenger, stationwagon or jeep type automobile, and also includes any automobile the purposes of use of which are pleasure and business.

(d) Two or More Automobiles The terms of this policy apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability.

(e) Purposes of Use (Automobile)

- (1) The term "pleasure and business" is defined as personal, pleasure, family and business use.
- (2) The term "commercial" is defined as use principally in the business occupation of the Named Insured as stated, including occasional use for personal, pleasure, family and other business purposes.
- (3) Use of an automobile includes the loading and unloading thereof.

(f) Products Hazard means:

- (1) the handling or use of or the existence of any condition in or a warranty of goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, if the occurrence takes place after possession of such goods or products has been relinquished to others by the Named Insured or by others trading under his name and if such occurrence takes place away from premises owned, rented or controlled by the Named Insured provided, such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold, and
- (2) operations, if the occurrence takes place after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Named Insured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" with n the meaning of this paragraph:
 - (a) pick-up delivery, except from or on to a railroad car;
 - (b) the maintenance of vehicles owned or used by or in behalf of the Insured;
 - (c) the existence of tools, uninstalled equipment and abandoned or unused materials.

Such insurance as afforded by the policy for the Products Hazard as defined is extended to cover any liability the Named Insured may have which arises out of participation in any Joint Venture provided this extension of coverage shall apply only to the Named Insured and shall be excess insurance over any other valid and collectible insurance available to the Named Insured.

(g) Personal Injury The term "Personal lajury" wherever used herein, shall mean, but not by way of limitation:

Bodily Injury; Mental Injury; Mental Anguish: Shock, Fright, or any aggravation thereof; Sickness; Diseasc, Disability; Loss of services, care and expense thereof; False Arrest; Wrongful Detention; Wrongful Eviction; False Imprisonment; Wrongful Entry; Malicious Prosecution; Assault and Battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger or protecting persons or property; Discrimination, except in any jurisdiction where by legislation or court decision, insurance in connection therewith is prohibited or held to violate the law or public policy of such jurisdiction; Libel; Slander; Defamation of Character; Invasion of Privacy; Humiliation; Malpractice (which includes error, mistake or omission) on the part of any physician, nurse, nurse's aide, first aid attendant or similar professional practitioners, while acting within the scope of their duties as such in the employment of the Named Insured; Piracy or Infringement of Copyright, Title or Slogan.

With respect to Piracy or Infringement of Copyright, Title or Slogan, this policy shall not apply to claims against the Insured:

- (a) for failure of performance of contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);
- (b) by advertising agents of the Insured;
- (c) for infringement of trade-mark or trade name by use thereof as the trade-mark or trade name on goods as advertised;
- (d) for incorrect description of any article or commodity;
- (e) for mistake in advertised price.
- (h) Property Damage The term "Property Damage" wherever used herein, shall mean, (but not by way of limitation, except as provided herein), injury to, damage to or destruction of property, including loss of use and all other indirect and consequential loss or damage for which legal

liability exists or may exist, but such term shall not include liability of the insured (a) arising out of failure to perform or default under any contract or undertaking or (b) which guarantees the performance of any contract or undertaking.

- (i) Occurrence The word "occurrence" shall mean an event, or a continuous or repeated exposure to conditions, which result in Bodily Injury, Personal Injury or Property Damage. All such injuries or damages arising out of exposure to substantially the same general conditions shall be considered to be one occurrence; but this policy shall not apply to intentional injuries or damages caused by or at the direction of the Insured, unless any such intentional injury or damage be committed for the purpose of preventing or eliminating danger or protecting persons or property.
- (j) Contract The word "contract" means any agreement, oral or written, entered into by the Named Insured.

4. PREMIUM

All premiums for this policy shall be computed in accordance with The Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the Declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the Named Insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, The Company shall return to the Named Insured the unearned portion paid by the Named Insured.

The Named Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to The Company at the end of the policy period and at such times during the policy period as The Company may direct.

5. INSPECTION AND AUDIT

The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither The Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province such insurance as is afforded by this policy for Bodily Injury or for Property Damage shall comply with the provisions of such law which shall be applicable with respect to any such liability arising out of the ownership, maintenance or use during the policy period of any automobile insured hereunder, to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. The Insured agrees to reimburse The Company for any payment made by The Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

7. NOTICE OF OCCURRENCE

When actual knowledge of an occurrence is had by an executive officer or Risk Manager or other designated employee of the Named Insured, written notice of the occurrence shall be given by or on behalf of the Named —. Insured to The Company as soon as practicable. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.

8. VOIDANCE OF COVERAGE

Should a claim for property damage liability arising out of other than the ownership, maintenance or use of an automobile be sustained, and such claim be adjusted by the Insured, without reference to The Company, for \$1,500.00 or less such claim shall not be covered by this policy.

Nothing in the foregoing shall be deemed to waive any obligations of the Insured under this policy with respect to any other occurrence.

9. NOTICE OF CLAIM OR SUIT

If claim is made or suit is brought against the Insured, the Insured shall immediately forward to The Company every demand, notice, summons or other process received by the Risk Manager or his representative.

However, such notice need not be immediately given should a property damage loss arising out of other than the ownership, maintenance and use of an automobile be \$1,500.00 or less and the Insured have no knowledge of a bodily injury claim and the Insured elect to settle such property damage claim without reference to policy coverage.

It is understood, however, that should the Insured elect to settle a property damage claim believing the amount of settlement will be \$1,500.00 or less and the occurrence later results in a claim for more than \$1,500.00 property damage or a claim for bodily injury, written notice must be given by the Insured to The Company immediately after knowledge of such larger property damage claim or bodily injury claim is had by the Risk Manager.

10. ASSISTANCE AND COOPERATION OF THE INSURED

The Insured shall cooperate with The Company and, upon The Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be necessary at the time of accident.

11. ACTION AGAINST THE COMPANY

- (a) No action shall lie against The Company unless, as a condition precedent thereto, the Insured shall have fully complied with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and The Company.
- (b) Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join The Company as a co-defendant against the Insured to determine the Insured's liability.
- (c) Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve The Company of any of its obligations hereunder.

12. OTHER INSURANCE

If there be any other insurance covering an occurrence or occurrences as described, the insurance under this policy shall be deemed excess insurance over and above, but not contributing with, such other insurance but if the carrier or carriers of such other insurance shall deny liability therefor in

its entirety or as to any portion of the insurance guinted by such primary coverage, then and in that event The Company shall be liable under this policy in the same manner and to the same extent as though such other insurance did not exist, and the Named Insured shall assign to The Company all rights against the carrier or carriers of such other insurance, and execute all papers necessary to secure to The Company such rights or shall in their own name whenever requested by The Company and at The Company's expense, institute any demand or legal proceeding which The Company deems necessary against the carrier or carriers of such other insurance. Failure on the part of the carrier or carriers of such other insurance to pay indemnity, furnish appeal or attachment bonds or guarantee proportions thereof, or to unqualifiedly defend, or failure to furnish any other protection or indemnity contained in such primary policy shall, for the purpose of this insurance, be considered as denial of liability.

13. SUBROGATION

The Company shall be subrogated to all rights which the Insured may have against any person, co-partnership, corporation, estate, or other entity (except those covered by this policy) to the extent of any payment made by The Company under this policy, and the Insured shall execute all papers required to secure to The Company such rights and the Insured shall do nothing after an occurrence to prejudice such rights provided:

- (a) that all right of subrogation is waived under this policy against any corporation or corporations, the majority of whose capital stock is owned or controlled by the Named Insured; or against any corporation, firm, or individual who owns or controls the majority of the capital stock of this Named Insured; /or if any corporation, firm, or individual is protected from such less by valid and collectible insurance with another insurance carrier, the right of subrogation is not waived to the extent and up to the amount of such valid and collectible insurance;
- (b) that all right of subrogation is waived under this policy if the Insured is for any reason legally unable to subrogate to The Company the right of recovery against persons, co-partmerships, corporations, estates or other entities for any payments made hereunder.

14. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other persons shall not effect a waiver or a change in any part of this policy or estop The Company from asserting any right under the terms of this policy; no. shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President, a Vice President, Secretary or Assistant Secretary of The Company.

15. ASSIGNMENT

Assignment of interest under this policy shall not bind The Company until its consent is endorsed hereon; if, however, the Named Insured shall die, this policy shall cover:

- (a) The Named Insured's legal representative as the Named Insured, and
- (b) subject otherwise to the provisions of Condition 4 (a), any person having proper temporary custody of any owned automobile or hired automobile, as an Insured, until the appointment and qualification of such legal representative; provided that notice of cancellation addressed to the Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

16. CANCELLATION

- (a) This policy may be cancelled by the Named Insured by mailing to The Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by The Company by mailing to the Named Insured at the address shown in this policy written notice stating when not less than sixty (60) days thereafter such cancellation shall be effective.
- (b) The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by The Company shall be equivalent to mailing.
- (c) If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If The Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effective, but payment or tender of unearned premium is not a condition of cancellation.

17. CONFLICT OF POLICY TERMS

The purpose of the modifying and supplemental Declarations, Insuring Agreements, Exclusions and Conditions is to extend coverages provided by the terms of the original printed form of the policy to which it is attached. In the event of any conflict in the terms of the modifying and supplemental Declarations, Insuring Agreements, Exclusions and Conditions with the terms of the original printed policy, coverage is to be provided in

17. CONFLICT OF POLICY TERMS

The purpose of the modifying and supplemental Declarations, Insuring Agreements, Exclusions and Conditions is to extend coverages provided by the terms of the original printed form of the policy to which it is attached. In the event of any conflict in the terms of the modifying and supplemental Declarations, Insuring Agreements, Exclusions and Conditions with the terms of the original printed policy, coverage is to be provided in accordance with the terms most advantageous to the Insured.

ENDORSEMENT

(Amendment of Limits of Liability)

It is hereby understood and agreed that, for the below listed Named Insured only, the limit of liability set forth in Item 3 of the Declarations is deleted and the following limits of liability substituted in its stead:

Limits of Liability:

Personal Injury and Property Damage

- A. General Liability (other than Automobile Liability: \$1,000,000 Combined Single Limit for Any One Occurrence and \$1,000,000 Aggregate Limit of Liability Any One Policy Year
- B. \$500,000 Combined Single Limit of Liability for Any One Occurrence for Automobile Liability

Named Insured:

Gordon H. Ball, Inc.

ENDORSEMENT

(Application of Limits of Liability)

Should different limits of liability apply to two or more Insureds the total limit of liability of The Company shall be limited to the greater coverage afforded to any one Insured.

No Insured, however, shall receive the benefits of greater limits of liability than those that would have been applicable had no other Insured been involved.

MARYLAND PERSONAL INJURY PROTECTION ENDORSEMENT

ANTINA CE

No typing necessary IF issued with policy and attachment stated in policy opclarations

Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.



COMPAN

Royal Globe Insurance Company

PRODUCER CODE 3190105	FREMUM Incl.	ENGGREEMENT (MG., DAY, YR.) EFFECTIVE 5-1-77 PTG 35001:
Named Insured (and address, 2) Dillingham Corpo	ration	Producer fand address, zip code, for mailing Johnson & Higgins 601 California Street San Francisco, CA 94108
L	_	L

The Company agrees with the named insured, subject to the provisions of this endorsement, and all provisions of the policy except is modified because.

SECTION I

Personal Injury Protection Coverage

The Company will pay the following benefits for loss and expense incurred because of bodily injury caused by accident and involving a motor vehicle:

- (a) medical expense benefits to or on behalf of each injured person;
- (b) income continuation benefits to or on behalf of each injured person who at the time of the accident was an income producer;
- (c) essential services benefits to or on behalf of each injured person who at the time of the accident was not an income producer.

Exclusions

This insurance does not apply:

- (a) to bodily injury sustained by any person
 - (1) who intentionally causes the motor vehicle accident; or
 - (2) while operating or voluntarily riding in a motor vehicle known by him to be stolen; or
 - (3) while in the commission of a felony or fleeing or attempting to elude a police officer; or
 - (4) arising out of the ownership, maintenance, or use of a motorcycle or motorbike, by such person;
- (b) to bodily injury sustained by any person white occupying a motor vehicle which is located for use as a residence or premises;
- (c) to bodily injury sustained by the named insured or any relative while occupying, or while a pedestrian through being struck by any motor vehicle owned by the named insured or furnished or available for the named insured's regular use and which is not an insured motor vehicle;
- (d) to bodily injury statined by any relative while occupying, or while a pedestrian through being struck by any motor vehicle owned by such relative or furnished or available for the relative's regular use;
- (e) to bodily injury sustained by any pedestrian, other than the named insured or a relative, if the motor vehicle accident occurs outside of Maryland;
- (f) with respect to income continuation benefits and essential services benefits, to bodily injury sustained by any person, other than the named insured or a relative, if the motor vehicle accident occurs outside of Maryland;
- (g) to bodily injury sustained by any person while occupying, or while a pedestrian through being struck by any motor vehicle, other than an insured motor vehicle, for which the

- coverage required under Section 539, of Article 48A :
 Annotated Code of Maryland is in effect:
- (h) to bodily injury due to war, declared or not, civil insurrection, rebellion, revolution, or to any act or conincident to any of the foregoing;
- to bodily injury resulting from radioactive, toxic, explic or other hazardous properties of nuclear material.

Definitions

When used in reference to this insurance;

"bodily injury" means bodily injury, sickness or disease, inclideath resulting therefrom;

"essential services benefits" means reimbursement for ne sary and reasonable payments made to others, not members: injured person's household, incurred within three years from date of the accident for essential services ordinarily performs the injured person, for care and maintenance of his family or fa household;

"funeral services" means funeral, burial, or cremation servi-

"income" means wages, salary, tips, commissions, professifees, and other earnings from businesses or farms owner individually or jointly or in partnership with others, and to the extent that any such earnings are paid or payable in property o services other than cash, income means the reasonable value o such property or services:

"income continuation benefits" means payment for loss o income incurred within three years from the date of the accident "income producer" means a person who at the time of accident was in an occupational status where he was earning producing income:

"injured person" means

- (a) the named insured or any relative who sustains be injury in any motor vehicle accident:
- (b) any other person who sustains bodily injury (1) we occupying the insured motor vehicle as a guest or; senger, or (2) while using the insured motor vehicle the express or implied consent of the named insured, o while a pedestrian through being struck by the insured rehicle:

"insured motor vehicle" means a motor vehicle of which named insured is the owner, to which the bodily injury lia insurance of the policy applies and for which a specific premit charged:

"medical expense benefits" means payment for all reason expenses arising from the accident and incurred within three y from the date of the accident for necessary medical, surgical, and dental services, including prosthetic devices, and neces ambulance, hospital, and professional nursing services funeral services:

"motor vehicle" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power;

"named insured" means the person or organization named in the declarations and if an individual, includes his spouse if a resident of ie same household;

"occupying" means in or upon or entering into or alighting from;

"relative" means a person related to the named insured by blood, marriage or adoption who is a rasident of the same household, and includes the named insured's unmarried and unemancipated children, while away from his household attending school or while in military service.

Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vahicles to which this insurance applies, the Company's liability for personal injury protection benefits is limited as follows:

 The total aggregate amount payable by the Company to or on behalf of any one person who sustains bodily injury in any one motor vehicle accident shall not exceed \$2500.00 for medical expense benefits, income continuation benefits and essential services benefits.

- Benefits payable by the Company under the terms of this insurance to cron behalf of an injured person shall be reduced
 - (a) to the extent that benefits therefor are paid, payable or required to be provided to or on behalf of the injured person under any workmen's compensation law of any state or the Federal Government:
 - (b) by any amount received by or on behalf of such injured person from a person or organization who is liable in tort therefor or from such person's or organization's agent or insurer, to the extent that such amount would produce a duplication of payment or reimbursement for the same items of loss and expense for which benefits are available under this insurance.

No person may recover benefits as prescribed by law and afforded under this insurance from more than one motor vehicle liability insurance policy on either a duplicative or supplemental basis.

Policy Pariod; Territory

This insurance applies only to accident which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

CONDITIONS

This insurance is subject to the following additional conditions:

- Notice. In the event of an accident, written notice containing details sufficient to identify the injured persons, and also reasonably obtainable information respecting the time, place, and circumstances of the accident shall be given by or on behalf of each injured person to the Company or any of its authorized agents as soon as practicable.
- Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement.
- 3. Medical Reports: Proof of Claim, Assoon as practicable, within a period not to exceed 6 months after the date of the accident, the injured person, or someone on his behalf, shall submit to the Company written proof of claim including full particulars of the nature and extent of the injuries and treatment received and contemplated and such other information as may assist the Company in determining the amount due and payable, if benefits for loss of wages or salary (or in the case of the self employed, their equivalent) are claimed, the person presenting such claim shall authorize the Company to obtain details of all wage or salary payments or their equivalent, paid to him by any employer or earned by him since the time of the bodily injury or during the year immediately preceding the date of the accident. The injured person shall submit to mental or physical examinations by physicians selected by the Company and at the Company's expense when and as often as the Company may reasonably require, and he or in the event of his death or incapacity, his legal representative shall upon each request by the Company execute authorization to enable the Company to obtain medical reports and copies of records.

Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within 15 days after receiving notice of claim. The person making claim shall submit to examination under oath by any person named by the Company as often as reasonably required.

If a lapse occurs in the period of disability or medical treatment of an injured person who has received benefits under this insurance and such person subsequently claims a recurrence of the bodily injury for which the original claim was made, such injured person or someone on his behalf shall be required to submit to the Company reasonable medical proof of such recurrence.

- Prompt Payment of Claims. Payments of personal injury protection benefits shall be made promptly and within thirty days after satisfactory proof of claim has been submitted to the Company.
- Other Insurance. With respect to the named insured or any relative who sustains bodily injury while occupying, or while a pedestrian through being struck by a motor vehicle not insured as required under Article 48A, Section 539 and 541 of the Maryland Code;
 - (1) If there is no other available personal injury protection coverage with respect to such bodily injury, the benefits payable for such coverage under this policy with respect to such bodily injury shall be reduced to the extent of any medical or disability benefits coverage applicable to such motor vehicle and collectible from the insurer of such motor vehicle, or
 - (2) If there is other personal injury protection coverage available with respect to such bodily injury, the aggregate maximum amount payable under this and all other policies as personal injury protection benefits shall not exceed the highest applicable limit of liability for such coverage under any one of such policies, provided that such aggregate maximum amount shall be reduced to the extent of any medical or disability benefits coverage applicable to such motor vehicle and collectible from the insurer of such motor vehicle. The company shall not be liable under this policy for a greater proportion of such benefits than the sphicable limit of liability stated in this policy bears to the sum of the applicable limits of liability for such coverage under this policy and such other policies.

SECTION II

It is further agreed that:

770 77 7

(a) any amount payable as damages for economic loss under the Protection Against Uninsured Motorist Coverage shall be reduced by the amount of any basic personal injury protection coverage paid or payable under this or any other automobile insurance policy because of bodily injury to an injured person, and

(b) any Automobile Medical Payments Coverage afforded under the policy shall be excess insurance over any medical expense benefits paid or payable under this or any other automobile insurance policy because of bodily injury to an injured person.

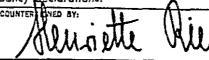
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BASIC PERSONAL INT. Y PROTECTION ENDO: __EMENT (SOUTH CAROLINA)

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No typing necessary IF issued with policy and attachment stated in policy declarations.

Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy deciarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.



AUTHORIZED REPRESENTATIVE

Royal Globe Insurance Company

PRODUCER CODE

COMPANY

3190105

ENDORSEMENT EFFECTIVE DATE (MC., DAY, YR.) 5-1-77 POLICY SYMBOL & NUMBER PTG 350013

Named Insured (and address, zip code when necessary for mailing)

Dillingham Corporation

____ Producer (and address, zip code, for mailing)
Johnson & Higgins
601 California Street
San Francisco. CA 94108

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

Section 1

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay, in accordance with the South Carolina Automobile Reparations Reform Act of 1974, personal injury protection benefits for:

- (a) medical expense,
-) work loss, and
- (c) essential services expense

incurred with respect to hodily injury sustained by an eligible injured person and caused by an accident arising out of the operation, maintenance or use of a motor vehicle as a motor vehicle.

Exclusions

This coverage does not apply:

- (a) to badily lajury sustained by the named insured or any relative white eccupying any motor vehicle owned by the named insured which is not an insured motor vehicle;
- (b) to bodily injury sustained by any relative while occupying any motor vehicle owned by such relative with respect to which the security required by the South Carolina Automobile Reparation Reform Act of 1974 is not in effect:
- (c) to bodily injury sustained by any person
 - (1) who intentionally causes the accident resulting in such injury,
 - (2) while operating or voluntarily riding in a vehicle known by him to be stolen, or
 - (3) while in the commission of a felony or while in violation of Section 46-359 of the South Carolina 1962 Code;
- (d) to bodily lajury sustained by any person while occupying, or while a pedestrian as a result of an accident involving, a moter vehicle, other than the insured moter vehicle, for which the security required under the South Carolina Automobile Reparation Reform Act of 1974 is in effect:
- (e) to hodily injury sustained by any pedestrian, other than the named insured or a relative, if the accident occurs outside the State of South Carolina;
- (f) to bodily injury sustained by any person arising out of the maintenance or use of a mater vehicle while located for use as a residence or premises;

- (g) to badily lajury due to war, whether or not declared, civil war, insurrection, rebellion, revolution, or to any act or condition incident to any of the foregoing;
- (h) to bodily injury resulting from radioactive, toxic, explosive or other hazardous properties of nuclear material;
- (i) to bodily injury sustained by any person arising out of the operation, maintenance, or use of a motorcycle by such person.

Definitions

When used in reference to this coverage:

"bedly injury" means bodily injury, sickness or disease, including death resulting therefrom:

"eligible injured person" means

- (a) the named insured or any relative who sustains hodily injury in an accident involving a motor vehicle, or
- (b) any other person who sustains bodily injury (1) while occupying the insured motor vehicle, or (2) while a pedestrian as a result of an accident involving the insured motor vehicle:

"essential services expense" means necessary and reasonable expenses incurred within a three year period from the date of the accident and during the lifetime of the eligible injured person for essential services ordinarily performed by the eligible injured person for care and maintenance of his family or family household but only if the eligible injured person was not an income or wage producer at the time of the accident;

"insured motor vahicle" means a motor vahicle with respect to which:

- (a) the hedily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the named insured is required to maintain security under the provisions of the South Carolina Automobile Reparation Reform Act of 1974;

"medical expense" means all reasonable expenses sustained within three years from the date of the accident for necessary medical, surgical, chiropractic, X-ray and dental services, including prosthetic devices and necessary ambulance, hospital, professional nursing and funeral services

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and any remedial care and treatment rendered in accordance with a renginized religious or licensed method of healing;

ir vehicle" means a vehicle of a kind required to be registered used. South Carolina Motor Vehicle Registration and Licensing Act;

"named insured" means the person or organization named in the declarations:

"occupying" means in or upon, or entering into or alighting from;

"relative" means the spouse or any other person related to the named insured by blood, marriage or adoption—lincluding a ward or toster child) who is a resident of the same household as the named insured, whether or not temporarily residing elsewhere;

"work loss" means loss of income incurred within a three year period from the date of the accident and during the lifetime of the eligible injured person, but only if he was an income or wage producer at the time of the accident.

Policy Period; Territory

This coverage applies only to accidents which occur on or after October 1, 1974 during the policy period and within the United States of America, its territories or possessions, or Canada.

Limits of Liability

Regardless of the number of persons insured, policies or plans of self insurance applicable, claims made or insured motor vehicles to which this coverage applies, the Company's liability for personal injury protection benefits with respect to bodily injury sustained by any one eligible injured person in any one motor vehicle accident, shall not exceed \$1.000.00.

Any amount payable by the Company under the terms of this coverage shall be reduced by any amounts paid, payable or required to be provided on account of such bedily injury under the workmen's compensation laws of any state or the federal government.

Conditions

- ion Against Company. No action shall lie against the Company
 miless as a condition precedent thereto, there shall have been full
 compliance with all the terms of this coverage.
- 8. Notice. In the event of an accident, written notice containing details sufficient to identify the sligible injured person, and also reasonably obtainable information respecting the time, place, and circumstances of the accident shall be given by or on behalf of each sligible injured person to the Company or any of its authorized agents as soon as practicable.
- C. Medical Reports: Proof of Claim. As soon as practicable, after the date of the accident, the eligible injured person, or someone on his

behalf, shall submit to the Company written proof of claim including full particulars of the nature and extent of the injuries and treatment received and contemplated and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to mental or physicial examinations by physicians selected by the Company and at the Company's expense when and as often as the Company may reasonably require.

D. Subrogation. Subject to the provisions of the South Carolina Automobile Reparation Reform Act of 1974, in the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments.

Such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

- E. Reimbursement and Trust Agreement. Subject to the provisions of the South Carolina Automobile Reparation Reform Act of 1974, in the event of any payment to any person under this coverage:
 - the Company shall be entitled to the extent of such payment to
 the proceeds of any settlement or judgment that may result from
 the exercise of any rights of recovery of such person against any
 person or organization legally responsible for the budlly injury
 because of which such payment is made and the Company shall
 have a lien to the extent of such payment, notice of which may
 be given to the person or organization causing such budily injury,
 his agent, his insurer or a court having jurisdiction in the matter;
 - such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such bodily injury;
 - such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights; and
 - such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- F. Hon-Duplication of Benefits; Priority of Payments; Other Insurance. No eligible injured person shall recover duplicate benefits for the same elements of loss under this or any similar automobile insurance, including self insurance. In the event an eligible injured person as other similar automobile insurance, including self insurance available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and such other insurance.

Section II

Medification of Policy Provisions

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

(a) any amount payable under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or

any other automobile insurance policy because of bodily injury sustained by an eligible injured person;

(b) any Automobile Medical Payments Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of bodily injury sustained by an eligible injured person.

Section III

Constitutionality Clause

The premium for and the coverages of the policy have been established in reliance upon the provisions of the South Carolina Automobile Reparations Reform Act 1177 of 1974. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render,

the provisions of such act as to Personal Injury Protection Coverage, invalid or unenforecable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company.



ENDORSEMENT

Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations.

Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

SIGNED BY SIGNED

COMPANY

Royal Globe Insurance Company

Add'l. Return \$

ME DAY YE

Producer (and address, zip code, for mailing)

FOLICY SYMBOL & NUMBER
PTG 350013

Named Insured (and address, zip code, when necessary for mailing)

Dillingham Corporation

Johnson & Higgins 601 California Street San Francisco. CA 94104

No Fault Insurance

It is agreed that the Dillingham Corporation has selected minimum benefits under the No-Fault Insurance program in the states where applicable.

It is understood that the coverage granted under any No Fault Insurance program by this policy shall be deemed to be that coverage which would have been afforded had a single car been insured under this agreement.

Where the laws of more than one state are applicable, the greater benefits shall be deemed to apply.

It is further agreed that such insurance as is afforded under this endorsement does not apply to those states where coverage has been specifically provided for by endorsement.

Conterned

PERSONAL INJURY PROTECTION ENDORSEMENT (OREGON)

Automobile



Type policy number only, in this section above the heavy line, IF issued with Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

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AUTHORIZED REPRESENTATIVE

Royal Globe Insuran	ce Company			
RODUCER CODE 3190105	PREMIUM Incl.	ENDORSEMENT (MO., DAY, YR.) EFFECTIVE DATE 5-1-77	POLICY SYMBOL & NUMBER PTG 350013	
Named insured (and address, zip code when necessary for mailing) Dillingham Corporation		Producer (and address, zip code, for mailing) Johnson & Higgins 601 California Street San Francisco, CA 94108		
L				

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SCHEDULE

The insurance for medical and hospital expenses shall be subject to a deductible of \$____ applicable to: each named insured each named insured and each relative the named insured or relative named herein:

SECTION I

OREGON PERSONAL INJURY PROTECTION

The Company will pay Oregon Personal Injury Protection benefits for:

- (a) medical and hospital expenses,
- (b) income continuation expenses,
- (c) less of services expenses and
- (d) funeral expenses

incurred with respect to hodily injury sustained by an injured person and caused by an accident arising out of the ownership, maintenance or use of a mater vehicle as a mater vehicle.

This insurance does not apply:

- (a) to bodily injury sustained by any person
 - (1) who intentionally causes injury to himself; or
 - (2) while participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest;
- (b) to income continuation expenses and loss of services expenses with respect to bodily injury sustained by any pedestrian, other than the named insured or any relative, in an accident which occurs outside the State of Oregon:
- (c) to hadily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing:
- (d) to bedily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;
- (e) to bodily injury sustained by the named insured or any relative while accupying any motor vahicle owned by the named insured or furnished for the named insured's regular use and not insured for Oregon Personal Injury Protection benefits;
- to bodily injury sustained by a relative while eccupying any metur vehicle owned by such relative or furnished for the relative's reg-ular use and not insured for Oregon Personal Injury Protection

Befinitions

When used in reference to this insurance:

"moter vehicle" means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads, or (3) a vehicle located for use as a residence or premises: "badily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"funeral expenses" means reasonable and necessary expenses for pro-fessional funeral services incurred within one year after the date of

"Income continuation expenses" means 70% of the injured person's loss of income from work during a period of disability caused by bedily injury sustained by such person in the accident, provided that,

- (I) such person was usually engaged in a remunerative occupation at the time of the accident.
- (2) the period of such disability continues for at least 14 consecutive days. and
- (3) income continuation expenses shall include only expenses for loss of income incurred from the date such disability commenced to the date on which such person is able to return to his usual occupa-tion or upon the expiration of not more than 52 weeks from the commencement of such disability, whichever occurs first:

"injured person" means

- (a) the named insured or any relative who sustains bodily injury while occupying or while a pedestrian through being struck by, a motor vehicle:
- b) any other person, who sustains bedily injury while occupying or using the insured motor vehicle, with the permission of the named insured, or while a pedestrian, litrough being struck by the insured motor vehicle;

"insured motor vehicle" means a private passenger motor vehicle of which the named insured is the owner, to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged;

"loss of services expenses" means expenses reasonably incurred dur-ing a period of disability caused by bodily injury sustained by an injured person in the accident for essential services in lieu of those such persons would have performed without income; provided that.

- (1) such person was not usually engaged in a remunerative occupation at the time of the accident.
- the period of such disability continues for at least 14 consecutive days, and
- (3) loss of services expenses shall include only expenses for such services actually rendered from the date such disability com-menced to the date on which such person is reasonably able to perform such services or upon the expiration of not more than 52 weeks from the commencement of such disability, whichever occurs

CL80857A A958b /EH, 1-1-76)

"medical and hospital expenses" means——easthable and necessary expensed notified within one year from the date of the applicant for medical hospital dental surgical ampliance and prosthetic services. "named insured" means the person named in Item 1 of the declara-

tions of the policy:
"occupying" means in or upon or entering into or alighting from:

"pedestrian" means any person not occupying a self-propelled vehicle:

"private passenger motor vehicle" means a four-wheel passenger or station wagon type motor vehicle not used as a public or livery conveyance and includes any other four-wheel motor vehicle of the utility, pick-up body, sepan delivery or panel truck type not used for wholesale or retail delivery other than farming, a self-propelled mobile home and a farm truck.

"relative" means a spouse and any other person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured.

Limits of Liability

Regardless of the number of persons or organizations insured, policies or bonds applicable, claims made or insured motor vehicles to which this insurance applies, the Company's liability for Oregon Personal Injury Protection benefits with respect to bodily injury sustained by any one injured person in any one motor vehicle accident is limited as follows:

- I. The total amount payable shall not exceed the sum of
 - (a) \$5,000 for medical and hospital expenses; provided that, with respect to each injured person to whom a deductible amount applies as shown in the Schedule of this endorsement, such amount shall be deducted from the total amount of all sums otherwise payable by the Company for such expenses:
 - (b) \$750 per month for income continuation expenses;
 - (c) \$18 per day for loss of services expenses; and
 - (d) \$1,000 for funeral expenses.
- Any amount payable under the terms of this insurance shall be reduced by the amount paid or payable to or on behalf of an injured person under any workmen's compensation or any other similar medical or disability benefits law.
- 3. Any payments made by the Company under this insurance to a named insured or a relative shall be applied in reduction of the amount of damages which, because of bodily injury sustained in the same accident, the lojural person may be entitled to recover from the Company for protection against uninsured motorist in-

Policy Period; Territory

This insurance applies only to accidents which occur during the policy period, within the United States of America, its territories or possessions, or Canada.

Conditions

This insurance is subject to the following additional Conditions:

- 1. Notice.
 - Notice.

 (a) In the event of an accident, written notice containing particulars sufficient to identify the injured persona, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each injured person to the Company or any of its authorized agents as soon as practicable, if any injured person or his legal representative shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such injured person or his legal representative.
 - b) Any injured person who has received benefits and who makes a claim or institutes legal action against any person or organization legally responsible for the bodily injury shall give notice of such claim or action to the Company by personal service or by registered or certified mail.
- Action Against Company. No action-shall lie against the Company untess, as a condition precedent thereto. There shall have been full compliance with all the terms of this endorsement.
- 3. Medical Reports: Proof of Claim. As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and

contains ated and s. ther information as may assist the Company in determining is amount due and payable. The injured person shall submit to physical examinations by physicians selected by the Company at the expense of the Company when and as often as the Company may reasonably require.

The injured person, or in the event of his incapacity or ceath his legal representative, shall upon each request from the Company executs authorization to enable the Company to obtain medical reports, copies of records and information with respect to loss of income. The Company may require that the injured person, as a condition for receiving income continuation expenses, occoperate in turnisming the Company reasonable medical proof of his inability to work.

- Reimbursement and Trust Agreement. In the event of payment to any person of any benefits under this endorsement:
 - (a) The Company shall be entitled to reimbursement or subrogation in accordance with the provisions of ORS 743,825, ORS 743,830 or Section 8 of Chapter 784 Laws 1975;
 - (b) the Company is entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the injured person against any person or organization legally responsible for the accident, to the extent benefits were paid, less the Company's share of expenses, costs and attorney less incurred by the Injured person in connection with such recovery.
 - ic) the injured person shall hold in trust for the benefit of the Company all his rights of recovery to the extent of benefits furnished:
 - (d) the lajured person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights:
 - shall do nothing after loss to prejudice such rights:

 (e) if requested in writing by the Company, the lajured person shall take, through any representative, not in conflict in interest with him designated by the Company, such action as may be necessary or appropriate to recover such benefits furnished as damages from the person or organization legally responsible, such action to be taken in the name of the injured person but only to the extent of benefits furnished by the Company. In the event of recovery the Company shall also be reimbursed out of such recovery for the injured person's share of expenses, costs and attorney's fees incurred by the Company in connection with the recovery;
 - (f) the injured person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of the injured person and the Company as established by this provision.
- 5. Arbitration. If any person making claim and the Company do not agree as to the amount payable hereunder, then each party shall, upon the written demand of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator, or if unable to agree thereon within 30 days then, upon the request of such person or the Company, such third arbitrator shall be selected by a judge of a court of record in the County and State in which such arbitration is pending. The arbitrators shall then hear and determine the question or questions so in dispute, and the decision in writing of any two arbitrators shall be binding upon the person and the Company, each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration, provided that attorney fees and fees paid to medical or other expert witnesses are not deemed to be expenses of arbitration but are to be borne by the party incurring them. Unless the parties otherwise agree the arbitration shall be conducted in the County and State in which the person resides and in accordance with the usual rules governing procedure and admission of evidence in courts of law.
- 6. Other Insurance
 - The insurance afforded under this endorsement shall be excess for:
 (a) hadily injury sustained by any pedestrian, other than the named insured or any relative, to the extent that amounts are paid or payable to or on behalf of such pedestrian under any collateral benefits, including but net limited to insurance benefits under another policy issued by this or any other insurer, governmental benefits, gratuitous benefits or Oregon Personal Injury Protection Benefits.
 - b) hedily injury sustained by the named insured or any relative while occupying any motor vehicle, other than the insured motor vehicle, with respect to which Gregon Personal Injury Protection benefits are in effect.

SECTION II

It is further agreed that any Automobile Medical Payments Insurance afforded under the policy shall be excess insurance over any medical expense benefits paid or payable under this or any other automobile insurance policy because of bodily injury to an injured person.

SECTION III

Effective January 1, 1976, this Endorsement replaces Automobile Personal Injury Protection Endorsement (Oregon) forming a part of the policy.

CL80857A A9586 (EM. 1-1-75)



TEXAS PERSONAL INJURY ROTECTION REJECTION OPTION APP RATION

HAMED HELFED AND ADDRESS

Dillingham Corporation

DUCEN HAME

Johnson & Higgins

3190105

COMPARY

Royal Globe Insurance Co.

PTG 350013

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All Texas automobile liability insurance po in unless increased PIP benefit levels are d	licies are required to afford Personal Injury Protection in an amount of \$2,500 per person per accident unless rejected esired.
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. 🔀 I wish to include Personal Injury Prof	tection in my policy at the following increased limit:
\$ 5,000 per person per accident.	
\$10,000 per person per accident.	
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No typing necessary IF issued with policy and attachment stated in policy declarations.

Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

COUNTERSIG AUTHORIZED REPRESENTATIVE

	Royal Globe Insurance Company					
ODUCER CODE	3190105	PREMIUM Incl.	ENDORSEMENT (MO., DAY, YR.) EFFECTIVE 5-1-77	POLICY SYMBOL & HUMBER PTG 350013		
	Named Insured (and address, zip of Dillingham Corpor	7	Fraducer land address, z Johnson & Higg 601 California San Francisco,	ins Street		
	L		L			

The Company agrees with the named insured, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION I

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay personal injury protection benefits for

- (a) medical expenses,
- (b) work loss.

funeral expenses, and

with respect to bodily injury sustained by an eligible injured person caused by an accident involving the use of a mater vehicle as a motor vehicle.

EXCLUSIONS

This coverage does not apply:

- (a) to hedity injury sustained by any person while accupying a motor vehicle which is owned by the named insured and which is not an insured motor vehicle:
- to bodily injury sustained by the named insured or any relative while occupying a motor vehicle which is owned by a relative and for which the security required by the Utah Automobile No-Fault Insurance Act is not in effect:
- (c) to hodily injury sustained by any person while operating the insured motor vehicle without the express or implied consent of the named insured or while not in lawful possession of the insured motor vehicle:
- (d) to bodily injury sustained by any person as a result of an accident occurring within the State of Utah while eccuping or, while a pedes-trian through the use of any meter vehicle, other than the insured motor vehicle, for which the security required under the Utah Auto-mobile No-Fault Insurance Act is in effect;
- (e) to badily injury sustained by any person, if such person's conduct contributed to his injury under either of the following circumstances:
 - (1) causing injury to himself intentionally, or
 - (2) while committing a felony:
- (f) to bedily injury sustained by any person arising out of the use of any motor vehicle while located for use as a residence or premises;
- bodily injury due to war, whether or not declared, civil war, insurition, rebellion or revolution, or to any act or condition incident to any of the foregoing:
- (h) to bodily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

DEFINITIONS

When used in reference to this coverage:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom:

"eligible injured person" means

- (a) the named insured or any relative who sustains bodily injury caused by an accident involving the use of any motor vehicle;
- (b) any other person who sustains bodily injury caused by an accident while
 - (1) occupying the insured motor vehicle with the consent of the named insured, or
 - (2) occupying any other motor vehicle, other than a public or livery conveyance, operated by the named insured or a relative, or
 - (3) a pedestrian if the accident involves the use of the insured motor vehicle and occurs within the State of Litah.

"funeral expenses" means funeral, burial or cremation expenses incurred; "insured motor vehicle" means a motor vehicle with respect to which

- (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the named insured is required to maintain security under the provisions of the Utah Automobile No-Fault Insurance Act;

"medical expenses" means the reasonable expenses incurred for necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital, and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing:

"motor vehicle" means any vehicle of a kind required to be registered with the Division of Motor Vehicles of the Utah State Tax Commission under Title 41-1-19, Utah Code Annotated 1953 but excluding motorcycles;

"named insured" means the person or organization named in the decla-

"occupying" means being in or upon a motor vehicle as a passenger or operator or engaged in the immediate acts of entering, boarding or alighting from a motor vehicle;

"pedestrian" means any person not occupying or riding upon a motor vehicle, other than any person occupying or riding upon a motorcycle.

"relative" means a spouse or any other person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured,

E 026B CP 0569 (Ed. 5/75) 80761A

or who usually makes his home in the same household but temporarily lives elsewhere;

ivor loss" means compensation on account of the death of the \mathbf{e}_{n-1} are injured person:

"work loss" means tal loss of income and loss of earning capacity by the eligible injured person during his lifetime, from inability to work during a period commencing three days after the date of the bodily injury and continuing for a maximum of 52 consecutive weeks thereafter, provided that if such eligible injured person's inability to work shall so continue for in excess of a total of two consecutive weeks after the date of the bodily injury, this three day elimination period shall not be applicable; and on an allowance for services that, but for the bodily injury, the eligible injured person would have performed during his lifetime for his household commencing three lays after the date of the bodily injury and continuing for a maximum of 365 consecutive days thereafter, provided that if such eligible injured person's inability to perform such services shall continue for in excess of 14 consecutive days after the date of the bodily injury, this three day elimination period shall not be applicable.

POLICY PERIOD: TERRITORY- 1-

This coverage applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this coverage applies, the Company's liability for personal injury-protection benefits with respect to bodily injury sustained by any one eligible injured person in any one motor vehicle accident, is limited as follows:

- the maximum amount payable for medical expenses shall not exceed \$2,000;
- 2. the maximum amount payable for work loss is
 - eighty five per cent of any loss of gross income and earning capacity, not to exceed the total of \$150 per week;
 - \$12 per day for inability to perform services for his household;
- the maximum amount payable for funeral expenses shall not exceed \$1,000;
- the amount payable for survivor loss is \$2,000 and is payable only to natural persons who are the eligible injured person's heirs;
- any amount payable by the Company under the terms of this coverage shall be reduced by the amount paid, payable, or required to be provided on account of such bodily injury
 - (a) under any workmen's compensation plan or any similar statutory plan.
 - (b) by the United States or any of its agencies because of military enlistment, duty or service, or
 - (c) under any applicable deductible set forth in this endorsement or in the policy to which it is attached.

CONDITIONS

- A. ACTION AGAINST COMPANY. No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.
- B. NOTICE. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obainable information respecting the time, place and cir-

cumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable. If any eligible injured person, his legal representative or his survivors shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligibte injured person, his legal representative, or his survivors.

- C. MEDICAL REPORTS; PROOF OF CLAIM. As soon as practicable the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under eath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical and mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.
- D. SUBROSATION. In the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- E. REIMBURSEMENT AND TRUST AGREEMENT. In the event of any payment to any person under this coverage:
 - the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the hadily injury because of which such payment is made; and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such badily injury, his agent, his insurer or a court having jurisdiction in the matter;
 - such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such bodily injury;
 - such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
 - such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- F. NON-DUPLICATION OF BENEFITS: OTHER INSURANCE. No eligible injured person shall recover duplicate benefits for the same elements of loss under this or any similar insurance.

In the event that an eligible injured person who is a named insured, a relative, or who is injured in an accident involving the use of an insured motor vehicle, has other similar insurance available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this coverage and such other insurance.

In the event that an eligible injured person, other than a named insured, relative, or a person who is injured in an accident involving the use of an insured mater vehicle, has other similar insurance available and applicable to the accident, the coverage provided under this endorsement shall be excess over such other insurance.

SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

(a) any amount payable under the Protection Against Uninsured Motorists
Coverage shall be reduced by the amount of any personal injury protection benefits gaid or payable under this or any other automobile

insurance policy because of hedity injury sustained by an eligible injured person;

(b) any Automobile Medical Payments Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of bodily injury sustained by an eligible injured person.

SECTION III

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of the Utah Automobile No-Fault Insurance Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such act

invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company.

AUTOMOBILE PERSONAL INJURY PROTECTION ENDORS ENT WASHINGTON



No typing necessary IF issued with policy and attachment stated in policy declarations.

Unless otherwise stated, this endorsement forms a part of the policy to which | COUNTERS: attached as of issue, provided such attachment is stated in the policy declarations, Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.



Royal Globe Insurance Company

BUCER CODE

3190105

ENDORSEMENT (MO. DAY YR.)
EFFECTIVE 5-1-77

POLICY SYMBOL & NUMBER PTG 350013

Named Insured (and address, zip code when necessary for mailing)

Dillingham Corporation

Johnson & Higgins 601 California Street San Francisco, CA 94108

Producer (and address, zip code, for mailing)

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

PERSONAL INJURY PROTECTION

The Company will provide the following benefits for loss and expense incurred because of bodily injury caused by accident and arising out of the ownership, maintenance or use of an automobile:

- (a) medical and hospital benefits to or on behalf of each injured DETSON:
- (b) income continuation benefits to or on behalf of each injured person who at the time of the accident was usually engaged in a remunerative occupation;
- (c) loss of services benefits to each named insured who sustains bodily injury caused by accident while occupying, or while a pedestrian, through being struck by an automobile.

This insurance does not apply:

- (a) to or on behalf of any person
 - (1) who intentionally causes injury to himself; or
 - (2) who is injured while participating in any prearranged or organized racing or speed contest or in practice or preparation for any such contest;
- (b) to income continuation benefits to or on behalf of any person who sustains bedily injury in an accident which occurs outside the State of Washington, but this exclusion does not apply (1) to the named insured or a relative, or (2) to any other person while occupying the insured automobile as a guest passenger or while using the insured automobile with the permission of the named insured;
- (c) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (d) to bodily injury resulting from the radioactive, toxic, explosive or
- other hazardous properties of nuclear material;

 (e) to the named insured or any relative while occupying any automobile owned by the named insured or furnished for the named insured's regular use and not insured for AUTOMOBILE PERSONAL INJURY PROTECTION:
- (f) to a relative white occupying any automobile owned by such relative or furnished for the relative's regular use;
- (g) to bodily injury to any person arising out of the ownership, maintenance or use of any motorcycle;
- (h) to income continuation benefits to any injured person while occupying of as a pedestrian through being struck by a non-owned automobile or temporary substitute automobile insured for AUTO-MOBILE PERSONAL INJURY PROTECTION.

hen used in reference to this insurance:

"injured person" means

(a) the named insured or any relative who sustains bodily injury caused by accident while occupying, or while a pedestrian, through being struck by an automobile:

(b) any person, other than the named insured or a relative, who sustains bodily injury caused by accident (1) while occupying the insured automobile as a guest passenger, or (2) while using the insured automobile with the permission of the named insured, or (3) while a pedestrian through being struck by the insured automobile;

"named insured" means the individual named in item I of the declarations of the policy and includes his spouse if a resident of the same household:

"relative" means a relative of the named insured who is a resident of the same household;

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"occupying" means in or upon or entering into or alighting from;

"automobile" means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads, or (3) a vehicle located for use as a residence or premises;

"insured automobile" means a private passenger automobile of which the named insured is the owner, to which the bodily injury liability insurance of the policy applies;

"private passenger automobile" means a 4 wheel private passenger or station wagon type automobile not used as a public or livery conveyance nor rented to others, and includes any other 4 wheel automobile of the utility, pickup body, sedan delivery or panel truck type which is not used primarily in the occupation, profession or business of the named insured or relative, other than farming or ranching;

"medical and hospital benefits" means payments for all reasonable and ambulance, hospital, professional nursing and tuneral services;

"income continuation benefits" means payment of 85% of the injured person's loss of income from work, because of hodily injury sustained by him in the accident, during the period commencing 14 days after the date of such accident and ending the earliest of the following: (1) the date on which such injured person is reasonably able to perform the duties of his usual occupation, or (2) the expiration of not more than 52 weeks from such 14th day, or (3) the date of such injured person's death;

"loss of services benefits" means reimbursement for payment to others, not members of the injured person's household, for expenses reasonably incurred for essential services in lieu of those the injured spouse would have performed without income, provided such services are actually rendered, and ending the earliest of the following: (I) the date on which such injured person is reasonably able to perform such services, or (2) the expiration of not more than 52 weeks, or (3) the date of such injured person's death;

"pedestrian" means a natural person not occupying an automobile. Limits of Liability

Regardiess of the number of claims made or insured automobiles to which this insurance applies, the Company's liability for AUTOMOBILE PERSONAL INJURY PROTECTION benefits is limited as follows:

The total amount payable by the Company to or on behalf of each injured person because of bodily injury sustained by such injured person in any one accident shall not exceed the sum of:

- (a) \$10,000 for medical and hospital benefits: subject to a limit of \$2,000 for funeral services;
- (b) \$10,000 for income continuation benefits; subject to a limit of \$200 per week; but the combined weekly payment receivable by the injured person under sick leave, any other disability or loss of income benefit, and this insurance shall not exceed 85% of the injured person's weekly income:
- (c) \$12 per day for loss of services benefits.

 Any amount payable by the Company under the terms of this insurance to or on behalf of an injured parcon shall be reduced by the amount paid or payable to or on behalf of such injured person under any workmen's compensation or any other similar medical or disability benefits law.

Other Insurance

If there is other automobile medical payments or Personal Injury Protection for medical and hospital benefits insurance against a loss covered by this endorsement, the Company shall not be liable under this encorsement for a greater proportion of such loss than the applicable limits of liability stated herein bear to the total applicable limits of liability of all such other valid and collectible insurance, provided, however, with respect to losses resulting from an accident while occupying or as a pedestrian through being struck by a temperary substitute or non-owned automobile this insurance shall be excess insurance over any other valid and collectible automobile medical payments or Personal Injury Protection insurance.

CONDITIONS

This insurance is subject to the following additional Conditions:

- Policy Period: Territory. This insurance applies except as specifically limited by exclusion (b), only to accidents which occur during the policy period, within the United States of America. its territories or possessions, or Canada.
- 2. Notice. In the event of an accident, written notice containing particulars sufficient to identify the injured persons, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each injured person to the Company or any of its authorized agents as soon as practicable. If any injured person or his legal representative shall institute legal action to recover damages for hodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such injured person or his legal representative.
- Action Against Company. No action shall lie against the Company, unless as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement.
 - roof of Claim. As soon as practicable, the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and such other information as may assist the company in determining the amount due and payable.
- 5. Reports and Examinations. The injured person, or in the event of his incapacity or death, his legal representative, shall upon each request from the company execute authorization to enable the company to obtain medical reports, copies of records, and information with respect to loss of income. The company may require that the injured person, as a condition for receiving income continuation benefits, cooperate in furnishing the company reasonable medical proof of his inability to work. The injured person shall submit to physical examinations by physicians selected by the company at the expense of the company when and as often as the company may reasonably require.
- Trust Agreement, in the event of payment to any person of any benefits under this endorsement:
 - (a) the Company shall be entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made to the extent the damages recovered

- include any expense, amount or payment for which such benefits were paid;
- (b) Where the injured party or the insurer or both have incurred legal expenses in recovering payments which benefit both, whether incurred in an action for damages or otherwise, there shall be an equitable apportionment of such expenses:
- (c) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of any expense, amount or payment which is the subject of claim made hereunder;
- (d) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
- (e) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- 7. Subrogation. In the event of any payment under this endorsement, the Company shall be entitled to reimbursement and subrogated to the extent of such payment, to all the rights of recovery therefor which the person to or on behalf of whom such payment is made may have against any person or organization, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- 8. Arbitration. If any person making claim and the company do not agree as to the amount payable hereunder, then by mutual written agreement the matter shall be decided by arbitration. If the parties agree in writing the matter shall be decided by a single arbitrator selected by the parties. If the parties fail to agree on the salection of a single arbitrator, then each party shall, upon written demand of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator. The decision of any two arbitrators shall be binding on the person and the company. Such person and the company each agree to consider itself bound and to be bound by any award by the arbitrator or arbitrators.
- 9. Set Off. No payment shall be made under income continuation benefits or loss of services benefits unless the person to or for whom such payments are made, or his legal representative, shall have executed a written agreement that the amount of such payments shall be applied toward settlement of any claim or the satisfaction of any award entered in his tayor under the uninsured motorists coverage in this or any other policy of this Company.



TEXAS PERSONAL INJUP: 'OTECTION REJECTION'OPTION AP CATION TAKES INSURED AND ADDRESS Dillingham Corporation Johnson & Higgins

Dillingham Corporation

Texas automobile liability insurance policies are required to afford Fiess increased PtP benefit levels are desired. I wish to reject the inclusion of Personal injury Protection in modicies until further notice.	Personal Injury Prote	stion in an i			
			mount or \$2,500 Pe	person p	er accident unless reject
province differ on our content	my policy. 1 underst	and that th	is rejection continu	es in effe	ct with respect to all futu
t wish to include Personal Injury Protection in my policy at the fol	llowing increased lin	it:			
≤ \$ 5,000 per person per accident.					
S10,000 per person per accident.					
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Signature of Name	ed Insured				
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NEW JERSEY BASIC PE

VALINJURY PROTECTION ENDO.

Type policy number only, in this section above the heavy line, if issued with policy and attachment stated in policy declarations

Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

'MENT

Royal Globe Insurar	Tricl. FREMIUM FROODSEMENT 1MO., DAT, YR.) POLICY SYMBOL & NUMBER EFFECTIVE 5-1-77 PTG 350013				
3190105		LFFECTIVE			
Named lasured land address, zip code when necessary for mailing) Dillingham Corporation		60	Johnson & Higgins 601 California Street		
1		1 1			ı

se with the named insured, subject to all of the provisions in this endorsement, and to all of the provisions of the policy The Company agre cent as modified herein, as follows:

SECTION !

Basic Personal Injury Protection Coverage

The Company will pay to or for the benefit of each eligible injured erson, or his dependent survivors, basic personal injury protection benefits consisting of:

- (a) medical expense benefits.
- (b) income continuation benefits.
- (c) essential services benefits.
- (d) survivorbenefitz, and
- (e) funeral expense benefits

with respect to bodily injury, caused by accident and arising out of the ownership, maintenance or use, including loading or unloading, of a private passanger automobile as an automobile.

The insurance under this endorsement does not apply:

- (a) to bodify injury to a person whose conduct contributed to the injury in any of the following ways:
 - (1) while committing a high misdemeanor or felony or seeking to avoid lawful apprehension or arrest by a police officer, or
 - (2) while acting with specific intent to cause injury or damage to himself or others;
- (b) to bodily injury to the named insured or any relative of the as soonly repair to the record meaned or any research of the marmed insured sustained while occupying, using the entering into or alighting from a private passetter automobile which is not an insured automobile. If he is required to maintain automobile liability insurance coverage with respect to the automobile inder the New Jersey Automobile Research Acts. Automobile Reperation Reform Act
- (c) to bodily injury to any person, other then the named insured or a relictive of the named insured or a resident of New Jersey, if the accident occurs outside of New Jersey;
- (d) to bodily injury arising out of the ownership, maintenan or use, including loading or unloading, of any vehicle while located for use as a residence or premises:
- (e) to bookly injury due to wer, whether or not decisred, civil wer, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing:
- (f) to bodily lejury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

aition

When used in reference to this insurance:

"bodily injury" means bodily injury, sickness or dissess, including moniered goldwer emit was as dead

"dependent surviver" means (1) the surviving spouse of the decisined aligible injured person, (2) in the event there is no surviving spouse, then to the surviving children of the decision aligible injured person, or (3) in the event there is no surviving spouse or surviving children, then to the estate of the decaes elicible injured person:

'eligible injured person" means

- (a) the named insured or any relative of the named insured, if the named insured or relative sustains bodily injury
 - (1) while occupying, using, entering into or alighting from a private passenger sutemobile, or
 - (2) while a pedestrian, as a result of physical contact with a private passenger automobile or an object propelled by or from such an automobile; or
- (b) any other person who sustains bodily injury
 - (1) while, with the permission of the named insured, occupying, using, entering into or alighting from the neured automobile, or
 - (2) while a pedestrian, as a result of physical contact with the insured automobile or an object propelled by or from the insured automobile;

"essential services benefits" means att amount not exceeding a lamit of \$12,00 per day and a total limit of \$4,380 payable to an eligible injured person as reimbursement for payments made to

ceners, for substitute essential services actually rendered during his lifetime and which he would ordinarily have performed not for income but for the care and maintenance of himself and his relatives:

"funeral expense benefits" means an amount not exceeding .81,000 for reasonable funeral, burial and cremation expenses

"income" means salary, wages, tips, commissions, fees and other earnings derived from work or employment

Income continuation benefits" means an amount not ex a limit of \$100 per week and a total limit of \$5,200 payable for the loss of income of an income producer during his lifetime, as a result of bodily injury disability;

"income producer" means a person who, at the time of the accident, was in an occupational status, earning or producing locome:

"insured automotive" means an automotive with respect to which the named insured is required to maintain automobile Rebillty insurance coverage under the New Jessey Automobile Reparation Reform Act, to which the bodily injury Rability insurance of the policy applies and for which a specific premium is

"medical expense benefits" means all ressonable expenses incurred for medical, surgical and dental treatment, professional nursing, hospital and rehabilitation services, x-ray and other diagnostic services, prosthetic devices, ambulance services, me-dication and other responsible and necessary expenses incurred for treatment prescribed by persons licensed to practice medicine, surgery, psychology or chiropractic, or for any nonmedical re-medial treatment rendered in accordance with a recognized religious method of healing:

"named insured" and if an individual, his or her spouse, means the person or organization named as the insured in the declarations. If the insured automobile is owned by a farm family co-partnership or corporation, the term "tramed insured" also includes the head of the household of each family designated in the policy as having a working interest in the farm;

"pedestrian" means any person who is not occupying a vehicle propelled by other than muscular power and designed primarily for use on highways, rails, or tracks and includes any person emering into or elighting from such a vehicle:

private passenger automobile" means a self-propelled vehicle ligned for use principally on public roads and which is one of the

- (1) a private passenger or station wegon type automo
- (2) a pick-up or panel truck or delivery sedan, or
- (3) a utility automobile designed for personal use as a camper or motor home or for family recreational purposes; but

a private passanger automobile does not include amotorcycle, an automobile used as a public or livery conveyence for passengers. 8 pick-up or panel truck, delivery sedan or utility automobile customarily used for business, occupational or professional purposes other then farming or ranching or a utility automobile customarily transf for the transportation of passengers other than members of the user's family or their guests:

"relative" means a person related to another by blood, marriage, or adoption who is a resident of the same household;

"survivor benefits" means the amount payable in the event of the death of an eligible injured person as determined in subdivision (1) or (2) hereof, whichever is appropriate:

- (1) if the eligible injured person was an income producer at the time of the accident, an amount equal to the difference between \$5,200 and all basic income continuation benefits paid or payable for any loss of income resulting from his injury prior to his death, or
- (2) if the eligible injured person was performing essential services for the care and maintenance of his family or family household, an amount equal to the difference bety \$4,380 and all basic easential services benefits paid or payable with respect to his injury prior to death.

Any amount cavable by the Company as salai injury protection benefits with respect to bodily injury shall be reduced by all amounts paid, payable or required to be provided under any workmen's compensation or employees temporary disability law, or any similar law or under medicare provided under Federal law.

The applicable limit on income continuation benefits spolies separately to each full regular and customary work week of an eligible injured person, if his disability from work or employment consists of or includes only a part of such a week, the Company shall not be liable for a greater proportion of such weekly limit than the number of days lost from work or employment during the part week bears to the number of days in his full work week.

Policy Period: Territory

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions or Canada.

- 1. Notice. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any its authorized egents as soon as practicable. If any eligible injured person, itis legal representative or dependent survivors shall institute legal action to recover damages for injury against a parson or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forarded as soon as practicable to the Company by such eligible injured person, his legal representative or his dependent
- Medical Reports: Proof of Glaim. As soon as practicable the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical examination by physicians when and as often as the Company may reasonably require and a copy of the medical report will be forwarded to such eligible injured person if requested.
- Multiple Policies Applicable to One Accident: Non-Dupli-cation of Benefits; Priority of Complying Policies. Regardless of the number of automobiles insured for basic personal injury of the number of surfomosies insured for passopersonal signi-protection coverage pursuant to Section 4 of the New Jersey. Automobile Reparation Reform Act, or the number of insurers or policies affording such coverage, there shall be no dupli-cation of payment of basic personal injury protection benefits and the aggregate maximum amount payeble under this and all applicable policies with respect to bodily injury to any one

by one accident shall not exceed the apolicable amour sits specified in Section 4 of said act.

This insurance applies on a primary basis to bodily injury to the named insured and his relative and on a secondary basis to all other eligible injured persons. Similarly, the basic personal injury protection coverage provided by other complying policies applies on a primary basis to bodily injury to those persons who are named insureds under such policies and their relatives. If an eligible injured person to whom this insurance applies on a secondary basis has other basic personal injury protection coverage under another complying policy applicable to his bodily injury on a primary basis, all claims for basic personal injury protection banefits shall first be made against the insurer issuing the other complying policy. No basic personal injury protection benefits shall be due and payable under this insurance unless the other insurer fails to pay such benefits by reason of insolvency and the Company has been given written notice by the claimant of such failure. "Complying Policy" means a policy of automobile liability insurance maintained pursuant to the requirements of Section 3 of the New Jersey Automobile Reparation Reform Act and providing basic personal injury protection coverage as approved by the Commissioner insurance.

- 4. Subrogation. In the event of any payment under this endorsement, the Company is subrogated to the rights of the person for whose benefit such payments were made, to the extent of such payments, and such person must execute and deliver instru-ments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- Reimbursement and Trust Agreement. Subject to any appli-cable limitations set forth in the New Jessey Automobile Reperation Reform Act, in the event of any payment to any person under this endorsement:
 - (a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made; and the Company shall have a lien to the extent of such payment notice of which may be given to the person or organization causing such bodily injury, his agent, his insurer or a court having jurisdiction in the matter;
 - (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such bodily injury:
 - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
 - (d) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

Extended Medical Expense Senefits Coverage

The Company will pay to or for the benefit of each insured person medical expense benefits not to exceed the total aggregate amount stated in the schedule with respect to bodily injury, caused by an accident occurring during the policy period within the United States of America, its territories or possessions or Canada and arising out of the ownership, maintenance or use, including loading and unloading, of a highway vehicle as a vehicle.

The insurance under Section II is subject to all of the exclusions applicable to Section i, except that the work "person" in exclusion (c) is replaced by the word "pedestrian".

The definitions under Section I apply to Section II and under

"highway vehicle" means a land motor vehicle or trailer other than (1) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads or (3) a vehicle while located for use as a residence or premises:

"insured person" means

(a) the named insured or any relative of the named insured, if the named insured or relative sustains bodily injury

- (1) while occupying, using, entering into or alighting from a highway vehicle; or
- (2) while a pedestrian, as a result of physical contact with a highway vehicle; or
- (b) any other person who sustains bodây injury while occupying a highway vehicle (other than a motorcycle or vehicle while being used as a public or livery conveyance) if such highway vehicle is being operated by the named insured or a relative of the named insured.

Conditions

Conditions 1, 2 and 4 of Section I apply to Section II, substituting the term "Insured person" for "eligible injured person" wherever it appears therein. The following additional condition applies under

"Other Insurance or Benefits. This insurance does not apply to less or expense with respect to which an insured person is entitled to benefits under any workmen's compensation or employees temporary disability law or any similar law or under Section 4 of the New Jersey Automobile Reparation Reform Act.

This insurance does not apply to loss or expense to the extent that benefits are payable or are required to be provided therefor under any other automobile no-fault law or under any other automobile. medical payments insurance.

SCHEDULE

The total aggregate amount of extended medical expense benefits payable under Section II is \$10,000.

SECTION IN

In consideration of the insurance afforded under Sectional and It of this endorsement, and the adjustment of applicable rates:

- (a) any amount payable for economic loss under the Protection Against Uninsured Motorist Coverage shall be reduced by the amount of any personal injury protection benefits paid or
- payable under this or any other automobile insurance policy because of bodily injury to an eligible injured person:
- (b) any Automobile Medical Coverage afforded under the policy is deleted with respect to an insured automobile.

SECTION IV

Premium Recomputation

The premium for the policy is based on rates which have been reduced in accordance with Section 18 of the New Jersey Automobile Reparation Reform Act to reflect the limitations on the right to recover damages imposed by Section 8 of said Act. If a court of ripetent jurisdiction declares, or enters a judgment the effect of

which is to render. Section 8 of the Act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy on the basis of revised rates which are subject to approval by the Commissioner of Insurance.

BASIC PERSONAL I' ''RY PROTECTION ENDORSEMEN' (KENTUCKY)



No typing necessary IF issued with policy and attachment stated in policy declarations.

Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endursement but at the same time or hour of the day as the policy became effective.

AUTHORIZED REPRESENTATIVE

Royal Globe	Insurance Compa	лу		
2190105		Incl.	ENDORSEMENT (MO., DAY, YR.) EFFECTIVE 5-1-77	POLICY SYMBOL & HUMBER PTG 350013
_	d address, zip code when necessary Corporation	far mailing)	Producer land address, zi Johnson & Higg 601 California San Francisco,	ins 7 Street
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The Company agrees with the named insured, subject to all of the provisions of this andorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION 1

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay, in accordance with Kentucky Revised Statutes Chapter 304, Sub Title 39, personal injury protection benefits for:

- (2) medical expense.
- th work lass,
- (c) replacement services less,
- (d) surviver's economic less,
- (a) survivor's replacement services less, and
- (f) funeral expense

incurred with respect to bedily lejery sustained by an eligible injured person and caused by an accident arising out of the operation, maintenance or use of a motor vehicle as a vehicle.

Exclusions

This coverage does not apply:

- (a) to hadily lajery sustained by the named insured or any relative while accupying any motor vehicle owned by the named insured which is not an insured mater vehicle;
- (b) to hadily injury sustained by any relative while occupying any mater vehicle owned by such relative with respect to which the security required by the Kentucky Revised Statutes Chapter 304, Sub Title 33, is not in effect;
- Sub Title 33, is not in effect;

 (c) to bestify injury sustained by the named insured or any relative, who has not rejected his tort limitation pursuant to Kentucky Revised Statutes Chapter 304. Sub Title 39, while ecorpying or while a padestrian through being struck by, any matter valicle, other than the insured metar vehicle, with respect to which the security required under the Kentucky Revised Statutes Chapter 304, Sub Title 39, is in effect unless the provider of such security fails to make payment for loss within 30 days of reasonable proof of the fact and the amount of loss sustained;

 (d) to bedily injury sustained by any person if such injury arises from his conduct within the course of a business of repairing, servicing or otherwise maintaining meter vehicles unless such conduct occurs within occupying such matter vehicles.
- (e) to healily logary sustained by any person arising from conduct in the course of loading or unloading any moter vehicle; miless such conduct occurs while occupying such meter vehicle;
- to heality lajary sustained by any person other than the mamest issured or any relative which arises from the operation, mainte-nance or use of a mater vehicle without a good faith belief that he is legally entitled to do so;
- (g) to any benefits any person would otherwise be entitled to receive hereunder for bedily injury intentionally caused by such person or arising out of his intentionally attempting to cause hadily injury, and, if any person dies as a result of intentionally causing or attempting to cause healty injury to himself, his survivors are not entitled to any survivor's explacement services less benefits;
- (b) to healty injury sustained by any preestriam, other than the names insured or any relative, outside the Commonwealth of
- Rentucky; to besity lejary sustained by any person, other than the names' latures or any relative while eccupying a meter vahicle which is regularly used in the course of the business of transporting persons or property and which is one of five or more meter vakieles under common ownership, or a meter vakiele owned by a government other than the Commonwealth of Kentucky, its political subdivisious, municipal corporations, or public agencies, if the accidant occurs outside the Commonwealth of Kentucky;
- (D) to badily injury outsined by any person arising out of the use of any meter vehicle while located as a residence or premises; (O) to badily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing:
- to haddly injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

Definitions

When used in reference to this coverage:

"kedily lajery" means bodily harm, sickness, disease, or death;

"eligible injured person" means

(a) the samed insured or any relative who sustains bodily injury while occupying or while a padestrian through being struck by

any mater vakicle, provided that, if such person has rejected the limitation upon his tort rights pursuant to Kentucky Revised Statutes Chapter 304, Sub Title 33, he shall not be an eligible lajured person, unless basic personal injury protection coverage has consequently been purchased for such person under this collections. policy, or

(b) any other person who sustains bedily injury while accupying or while a pedestrian through being struck by the insured mater vehicle, provided that, if such person has rejected the limitation upon his tost rights pursuant to Kentucky Ravised Statutes Chap-ter 304, Sob Title 39, he shall not be an eligible injured person.

however, any rejection of tort limitations applicable solely to motor-cycles shall not affect the status of any person as an eligible injured person with respect to any mater vehicle other than a motorcycle;

"finarral expense" means reasonable charges incurred for expenses in any way related to funeral, cremation or burial;

- "insured mater vehicle" means a meter vehicle with respect to which: (a) the hadily injury liability insurance of the policy applies and for which a specific premium is charged, and
 - 6) the named insured is required to maintain security under the provisions of Kentucky Revised Statutes Chapter 304, Sub Title 39;

"medical expense" means reasonable charges incurred for reasonably seeded products, services, and accommodations, including these for medical care, physical rehabilitation, rehabilitative occupational training, and other remedial treatment and care, any nonmedical remedial treatment rendered in accordance with a recognized religious method of healing, and any healing arts professions of a type licensed by the Commonwealth of Kentucky, provided that medical expense shall not include that portion of a charge for a room in a hospital, clinic, convalescent or nursing home, or any other institution engaged in providing nursing care and related services, in excess of a reasonable and customary charge for semi-private accommodations, unless intensive care is medically required;

"mutor vahiola" means a vehicle of a kind registered or required to be registered under Kentucky Revised Statutes:

"exmed insured" means the person or organization named in the

"accupying" means in or upon, entering into or alighting from:

"gedestrian" means a person who is not accupying a motor vehicle at the time the injury occurs;

Trelative" means the spouse and any person related to the named lassred by blood, marriage, or adoption including a minor in the custody of the named insured, spouse or such related person who is a resident of the same household as the named insured, whether or not temporarily residing elsewhere, but does not include any such person who is a named insured under any other policy providing the security under Kentucky Revised Statutes Chapter 304, Sub Title 30;

"replacement services less" means expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the eligible laigness strans would have performed, not for income, but for the benefit of himself or his family if he had not been injured;

"surviver" means a person identified in Kentucky Revised Statutes Section 411,130 as one entitled to receive benefits by reason of the death of another person;

"surviver's economic loss" means loss after the eligible injured person's death of contributions of things of economic value to his survivors, not including services they would have received from the eligible injured purson hole not suffered the fatal injury, less excenses of the survivors avoided by reason of eligible injured person's death;

"survivar's replacement services less" means expenses reasonably in-curred by survivars after the eligible injured person's death in obtaining ordinary and necessary services in lieu of those the eligible injured person would have performed for their benefit had he not suffered the fatal injury, less expenses of the survivers avoided by reason of the eligible injured person's death and not subtracted in calculating survivor's eco-

"werk less" means loss of income from work the eligible injured per-ses would probably have performed if he had not been injured, and expenses reasonably incurred by him in obtaining services in lieu of those he would have performed for income, reduced by any income from substitute work actually performed by him.

No typing necessary IF issued with policy and attachment stated in policy declarations.

Unless otherwise stated, this endorsement forms a part of the policy to which COUNTERSIGNED attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

AUTHORIZED REPRESENTATIVE

Royal Globe Insurance Company

POOUCER COD 3190105

Incl.

ENDORSEMENT (MO., DAY, YR.)

EFFECTIVE 5-1-77

POLICY SYMBOL & NUMBER PTG 350013

Named Insured land address, zip code when necessary for mailing) Dillingham Corporation

Producer (and address, zip code, for mailing) | Johnson & Higgins 601 California Street San Francisco, CA 94108

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION 1

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay, in accordance with Kentucky Revised Statutes Chapter 304, Sub Title 39, personal injury protection benefits for:

- (a) medical expense.
- () work less,
- (c) replacement services lass,
- (d) survivar's acaesatic less.
- (e) survivor's replacement services less, and
- (6 femeral expense

incurred with respect to hadily injury sustained by an eligible injured person and caused by an accident arising out of the operation, maintenance or use of a mater vehicle as a vehicle.

This coverage does not apply:

- ia) to hedily lajory sustained by the named insured or any relative while accupying any mater vehicle owned by the sames insured which is not an insured mater vehicle;
- (b) to helfly lajery sustained by any relative while occupying any meter vakiels owned by such relative with respect to which the security required by the Kentucky Revised Statutes Chapter 304, Sub Title 33, is not in effect;
- So little 33, is not in energy.

 (c) to headily injery sustained by the names learned or any relative, who has not rejected his tort limitation pursuant to Kentucky Revised Statutes Chapter 304. Sub Title 33, while eccepting or while a pedestrian through being struck by, any meter vehicle, other than the insured meter vehicle, with respect to which the security required under the Kentucky Revised Statutes Chapter 304. Sub Title 39, is in effect unless the provider of such secrity fails to make payment for loss within 30 days of reasonable proof of the fact and the amount of loss susteined;

 (d) to headily lating restained by a new nervoil if such lating science.
- (d) to healty Injury sustained by any person if such injury arises from his conduct within the course of a business of repairing, servicing or otherwise maintaining meter vehicles unless such conduct occurs while occupying such maker vehicles.
- (e) to healily lajury sustained by any parson arising from conduct in the course of loading or unloading any mater vehicle unless such conduct occurs while occupying such meter vehicle;
- ii) to hadily leitry sustained by any person other than the named insered or any relative which arises from the operation, mainte-nance or use of a mater vehicle without a good faith belief that he is legally entitled to do so:
- le) to any benefits any person would otherwise be entitled to receive hereunder for beality injury intentionally caused by such person or arising out of his intentionally attempting to cause hedity injury, and, if any person dies as a result of intentionally causing or attempting to cause hedity injury to himself, his survivors are not entitled to any survivor's economic less or survivor's replacement services less benefits;
- (h) to hedily injury sustained by any pelestrian, other than the games insured or any relative, outside the Commonwealth of
- tentices; to healty injury sustained by any person, other than the sames leximes or any relative white scrueying a metar vehicle which is regularly used in the course of the business of transporting persons or property and which is one of five or more meter vehicles under common ownership, or a meter vehicle owned by a government other than the Commonwealth of Kentucky, its political subdivisions, municipal corporations, or public agentics, if the accident occurs outside the Commonwealth of Kentucky; its political subdivisions.
- to bedily injury sustained by any person arising out of the use of any meter vehicle while located as a residence or premises;
- 60 to hadily injury due to war, whether or not declared, civil war, insurrection, rehellion or revolution, or to any act or condition incident to any of the foregoing:
- to budily injury resulting from the radioactive, toxin, explosive of other hazardous properties of nuclear material.

When used in reference to this coverage:

"Radily lajury" means bodily harm, sickness, disease, or death;

"siigible injured person" mezns

(a) the named insured or any relative who sustains hadily injury while encupying or while a pedestrian through being struck by

- any meter vehicle, provided that, if such person has rejected the limitation upon his tort rights pursuant to Kentucky Revised Statutes Chapter 304, Sub little 39, he shall not be an eligible lajered person, unless basic personal injury protection coverage has cubecquently been purchased for such person under this policy, or
- (b) any other person who sustains bedily lajury while accepting or while a pedestrian through being struck by the leasured mater whitele provided that, if such person has rejected the limitation upon his text rights pursuant to Kentucky Revised Statutes Chap-ter 304, Sub Title 39, he shall not be an eligible Jajured person.

however, any rejection of tort limitations applicable solely to motor-cycles shall not affect the status of any person as an aligible injured person with respect to any moter vehicle other than a motorcycle;

"fuzzeral expense" means reasonable charges incurred for expenses in any way related to funeral, cremation or burial;

"insured mater rehicle" means a mater rekicle with respect to which:

- (a) the badily injury liability insurance of the policy applies and for which a specific premium is charged, and b) the names issured is required to maintain security under the provisions of Kentucky Revised Statutes Chapter 304, Sub Title 39;
- "medical expanse" means reasonable charges incurred for reasonably meeded products, services, and accommodations, including those for medical care, physical rehabilitation, rehabilitative occupational training, and other remedial treatment and care, any nonmedical remedial treatment endered in accordance with a recognized religious method of kealing, and any healing arts professions of a type licensed by the Commonwealth of Kentucky, provided that medical expense shall not include that portion of a charge for a room in a hospital, clinic, convalencent or mursing home, or any other institution engaged in providing nursing care and related services, in excess of a reasonable and customary charge for sami-private accommodations, unless intensive care is medically required;

"meter vehicle" means a vehicle of a kind registered or required to be registered under Kentucky Revised Statutes;

"gamed Jusured" means the person or organization named in the

"eccupying" means in or upon, entering into or alighting from:

"pedestrian" means a person who is not eccupying a motor vehicle at the time the injury occurs;

"relative" means the spouse and any person related to the named leavered by blood, marriage, or adoption including a minor in the custody of the named insured, spouse or such related person who is a resident of the same household as the named leavered, whether or not temporarily residing elsewhere, but does not include any such person who is a named insured under any other policy providing the security under Kentucky Revised Statutes Chapter 304, Sub Title 39;

"replacement services less" means expenses reasonably incurred in obtaining ordinary and necessary services in lies of those the eligible injures persons would have performed, not for income, but for the benefit of himself or his family if he had not been injured;

"surviver" means a person identified in Kentucky Revised Statutes Section 411,130 as one entitled to receive benefits by reason of the death of another person;

"surviver's ecusemic less" means loss after the eligible lejured person's death of contributions of things of economic value to his survivers, not including services they would have received from the eligible lejured pursue had he not suffered the fast injury. East expenses of the survivers avoided by reason of eligible injured person's death;

or the sourcest around by resson of engine injured person's doubt, "surviver's replacement services less" means expenses reasonably interesting the services after the eligible injured person would have performed for their benefit had he not suffered the fatal injury, less expenses of the survivers avoided by reason of the eligible injury, less expenses of the survivers avoided by reason of the eligible injury persons death and not subtracted in calculating surviver's ecsencic loss;

"werk less" means loss of income from work the eligible lajured persea would probably have performed if he had not been injured, and expenses reasonably incurred by him in obtaining services in lieu of those he would have performed for income, reduced by any income from substitute work actually performed by him.

This coverage applies only to accidents which occur on or after fully 1, 1975 during the policy period and within the United States of America, its territories or possessions, or Canada.

Limits of Liability

Regardless of the number of persons insured, policies or approved Regardless of the number of persons insured, policies of approved plans of self-insurance applicable, claims made or issured mater vahicles to which this coverage applies, the Company's liability for personal injury protection benefits with respect to bodily injury-custained by any one slightle injured person in any one mater vahicle accident shall not exceed \$10,000 in the aggregate, and subject to such aggregate limit:

- 1. the maximum amount payable for work lass, replacement services loss, surviver's economic less, and surviver's replacement services less shall not exceed \$200 per week in the aggregate prorated for any lesser period, provided that if the eligible injured person's earnings or work are seasonal or irregular, the weekly limit shall be equitably adjusted or apportioned on an anomal heate. weekly limit annual basis:
- 2. the maximum amount payable for funeral expense shall not exceed \$1,000.

ceed \$1.000.

Any amount payable by the Company under the terms of this coverage shall be reduced by any applicable deductible set forth in the declarations, but only with respect to budily lajury sustained by the exceed issures or any relative, provided that, if two or more such persons sustain badily lajury in the same mater vehicle accident, such deductible applicable to all of them shall not exceed such deductible amount shall be allocated equally among them. Fravided further that, a named issures or relative is entitled to receive under this coverage the difference between this deductible and agreeter deductible applicable under another policy applying to personal lajury protection coverage pursusant to Kentucky Revised-Statutes Chapter 304, Sub Title 39.

In calculating loss or expense for which personal injury protection banafits are payable under this coverage, a reduction shall be made in the amount of:

- L. all benefits or advantages a person receives or is entitled to receive from social security and workmen's compensation, unless these benefits or advantages have not been received before per-sonal injury protection benefits are overdue or the claim is paid;
- sonal injury protection tenefits are overtuse or the claim is party.

 2. any income tax saving resulting from benefits or advantages received for less of income under this coverage or from like benefits or advantages received under social security or workmen's compensation which are not considered taxable income, provided that the maximum reduction may not exceed 15% of the less of income and shall be in lesser amount if the claimant furnishes to the Company reasonable proof of a lower value of the income tax advantage.

Conditions

- A. Action Against Georgeoy, Ho action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.
- Natice. In the event of an accident, written notice containing par-ticulars sufficient to identify the eligible lajorae persee, and also

reasonably obtainable information respecting the time, place and sircumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable.

- Egents as soon as practicable.

 C. Medical Reports; Proof of Claim. As soon as practicable, the eligible injured person or someone on his benaif shall give to the Company written proof of claim, under cath if required, including full particulars of the nature and extent of the bodily injury, treatment and rehabilitation received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible lajured person shall submit to physical and mental examination by physicians selected by the Company when and as often as the Company may reasonably require.

 Submation Chilant to the provisions of the Kentyney Payingh
- pany when and as often as the company may reasonably require.

 Subregation, Subject to the provisions of the Kentucky Revised

 Statutes Chapter 304, Sub Title 39, in the event of any payment
 under this coverage, the Company is subregated to the rights of
 the person to whom or for whose benefit such payments were made
 to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever size is necessary
 to secure such rights. Such person shall do nothing after loss to
 prejudice such rights.
- Reimbersement and Trust Agreement. Subject to the provisions of the Kontucky Revised Statutes Chapter 304. Sub little 39, In the event of the payment to any person under this coverage:
 - the Company shall be entitled to the extent of such payment the Company shall be entitled to the extent of such payment to the proceeds of any sattlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily lajery because of which such payment is made, and the Company shall have a lien to the extent of such payment, motics of which may be given to the person or organization causing such badily injury, his agent, his insures or a court having jurisdiction in the matter;
 - such person shall hold in trust for the benefit of the Company ail rights of recovery which he shall have against such other person or organization because of such hedily lajary;
 - such person shall do whatever is proper to secure and shall do nothing after loss to projudice such rights; and
 - such person shall execute and deliver to the Company instru-ments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- F. Hen-Duplication of Benefits; Priority of Payments; Other Insurance.

No eligible injured person shall recover duplicate benefits for the same elements of loss under this or any similar insurance, including approved self-insurance plans. In the event an eligible lajured person has other similar insurance, including approved self-insurance plans, available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder hears to the sum of the applicable limit of liability of this coverage and such other insurance.

SECTION H

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

sament of applicable rates:
(a) any amount payable under the protection against uninsured motorists coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of bedily lajury sustained by an aligible lajured person;

(b) any automobile medical payments or expense coverages afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable but for the application of a debutible under this or any other automobile insurance pol-lcy because of bodily injury sustained by an eligible injured per-age.

SECTION H

Constitutionality Clause

The premium for and the coverages of the policy have been established in reliance soon the provisions of the Kentucky Revised Statutes Chapter 304, Sub Title 39, In the event a court of competent jurisdiction declares, or anters a judgment the effect of which is to render, the provisions of such statutes invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this andorsement shall be voidable or subject to amendment at the option of the Company.

Natice to Policykelders

Acceptance of the coverage described in Kentucky Revised Statutes Chapter 304, Sub Title 39, places some limitations on your right to bring suit for bodily injury, KRS 304.39-060 reads in part:

- "II) Any person who registers, operates, maintains or uses a motor vehicle on the public roadways of this Commonwealth shall, as a condition of such registration, operation, maintanance or use of such motor vehicle and use of the public roadways, be deemed to have accepted the provisions of this act, and in particular those provisions which are contained in this section.
- (2) (a) Tort liability with respect to accidents occurring in this Com-(a) fort liability with respect to accidents occurring in this commonwealth and arising from the ownership, maintenance, or use of a motor vehicle is "abolished" for damages because of bodily injury, sickness or disease to the extent the basic reparation benefits provided in this Act are payable therefor, or that would be payable but for any deductible authorized by this Act, under any insurance policy or other method of security complying with the requirements of this Act, except to the extent non-acconomic detriment qualifies under subsection (200) hereof.
 - (b) In any action of tort brought against the owner, registrant,

operator or occupant of a motor vehicle with respect to which security has been provided as required in this Act, or against any person or organization legally responsible for his acts or omissions, a plaintiff may recover damages in but for pain, surfering, mental anguish and inconvenience because of bodily injury, sickness or disease arising out of the ownership, maintenance, operation or use of such motor vehicle only in the event that the benefits which are payable for such injury as "medical expense" or which would be payable but for any exclusion or deductible authorized by this Act exceed \$1,000.00 or the injury or disease consists in whole or in part of permanent disfigurement, a fracture to a weight-bearing bone, a compound, comminuted, displaced or compressed fracture, loss of a body member, permanent loss of bodily function or death. Any person who is entitled to receive free medical and surgical benefits shall be deemed in compliance with the requirements of this subsection upon a showing that the medical treatment received has an equivalent value of at least \$1,000.

(b) Tort liability is not so limited for injury to a person who is

(c) Tort liability is not so limited for injury to a person who is not an owner, operator, maintainer or user of a motor vehicle within subsection (1) of this section.

(4) Any person may refuse to consent to the limitations of his tort rights and liabilities as contained in this section. Such rejection must be in writing in a form to be prescribed by the Department of insurance and must have been executed and field with the Department at a time prior to any motor vehicle accident for which such rejection is to apply...

These are some of the exceptions to the limitations on your right to sue and are not intended to comprise a complete enumeration of all circumstances under which suit may be brought for bodily injury.

E093 CPOS-101 (Ed. 7-75) CL81696

WORK LOSS COVERAGE

The Company will can benefits for work less with respect to beddy injury-justiceness to an aliquide injuried person clusted by account sersing out of the maintenance or use of a meter vehicle as a motor vehicle.

- Exhibitions (A), the lacked (A) under Section I addly to Section II and the coverage under Section II does not apply to befoly septy.

 (a) sociationed to the camed insured with eccopying any private passanger and medical owned by such asked insured or formithed or avoidable for no regular use and which is not an exceed matter vehicle;
- du sociamed by a relative while occapying any private pattenger accemental dwinch by or furnished or avaitable for the regular use of either the samed incurse or such relative and which is not an illustrationally methods:
- ich mestioned by any relatives, if such relative is entitled, as a named missied under any either metor vehicle missiance policy, its similar coverage which groundes benefits describ no or greater than that presented by Arlaness House Bill 158, Arraness Laws 1973;
- present over by without a require our lam, without a leaf 12-02.

 Bestiment by any person other than the samed incared or relative
 if such staff person is entitled, as a named sense or relative
 under any other meter vehicle enumeries policy, by tamelier
 coverage which provides benefit occul to or practice than that
 presented by Automate More SRI 125, Automates laws 135, Mantella laws 130.

The definitions under Section I except the definitions of "aligible injured person" and "insured motor vehicle" apply to Section II and under Section (I).

- tal the named featured and any relative who nestern beefly lajery mile occaping or, while a padentran, through being struck by any motor vehicle;
- his any other person who mestains besity injery while necurying or while a parestream, through being struck by the insured motor relation.

"insured major vehicle" means a brivata parameter major vehicle which

SECTION HI

mediateriae, means between the amount stated in the Schedule in the erest of the death of an officials intered partner which statl resist interests and interested the dischedulty of all other causes from bedily injury casted by accident and arising out of the maintenance or use of a metar vehicle as a mother vehicle, if the death accurry within one year from the date of accident,

is designated in the schedule of this andorcement as an incured mater vehicle to which this coverage applies and includes

- like a private presenger meter withole not owned by the named interest while temporativy used as a substitute for an interest matter while temporativy used as a substitute for an interest matter whiche owned by the reason states on whichean bitmore more use oncourse of its brezhoom, repair, servicing, lots or destruction.
- for a traver designed for use with a green't passanger retembile if not being used for business purposes with another type venue.
- "private pastenger meter vekicle" meyes a meter vekicle which is one of the following types.
- (l) a prirate passanger autemabile.
- (2) a pick-up or panel truck or delivery seaso not cuttomatily used for accusatostal, antiestonae or business purposes other than farming or rancting, or

a private pastanger meter vekicle does not include a motor vekicle used as a public or livery conveyance for pastangers.

work loss" means

- basily isjuny, or a non-incame corner, ownerses recreasily in-cored on obtaining ordersty and accessivy between an lieu of bases the slightly septem parson would have septement, not less encourse but for the beneated of historial risk tambly had be not notified about the second of the state of the state of method and the second of the second of the second of the notified of the second of the second of the second of the notified of the second of the second of the second of the notified of the second of the second of the second of the notified of the second of the second of the second of the notified of the second of the second of the second of the notified of the second of the second of the second of the notified of the second of the second of the second of the notified of the second of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the second of the notified of the second of the notified of the second of the second of the notified of the

incurred during a period communicing eight (2) days after the sizts of the accident and not to exceed lifty two (52) weeks.

Limit of Liebility

Repartless of the number of persons or arganizations insured, poli-cies or bonds applicable, claims made or insured meter vehicles to which this coverage applies, the limit of the Company's liability for work less is limited as follows:

- 1. with respect to an income earner, 70% of less of grass income per week not to exceed \$140.00 per week:
- mith respect to a non-income earner, a num not to exceed \$70 per week or pro rate for a lesser period.

Exclusions (a), (b), (b) and (b) under Section 1 and all acctrsions under Section II apply to Section (i).

permissions under Saction I except the deficitiess of "aligible injured person" and "instead matter vehicle" and all the definitiess lander Section II apply to Saction III.

CONDITIONS

- Conditions A. B. C. and D. apply to all Sections. The remaining conditions apply party to the Sections need theresoner.

 A. Paticy Party to the Sections need theresoner.

 A. Paticy Party of Testings, This insurance applies only be accidents which occur on or after lody 1, 1974 staring the paticy period and within the United States of America, its territories of prosesseries or Canada.

 R. Action Appliest Company, the action shall be against the Company whites, as a consider specialist and this sections.

 C. Motica, in the event of an accident, writing nation containing particulars selficient to identify the displice injured person. And are researchly obtainable information with respect to the time, place and companions thereof, and the america and addresses of the migible objected person and of avoidable utilistics, the private system to the Company or any of its authorized apparet my account an addresses and the self-party in the self-party person and the self-party person in the Company or any of its authorized apparet my contained apparet person and the self-party apparet a person or organization who is or may be liable in bort therefor, a capy of the summones and canadisate are about protests served in connection with section action shall be fewerated apparet, and connection with section action as and party apparet a memoric or logical impresentations.

 B. Induled Reports France of Claim. An soom as practicable the all-pilot signer of processes are accounted and the best party and party and party and party and the section of the company writing reset of claim, under each if required, sectioning and party apparet as memorican with the health party party and accounted the party proposed party and accounted the party proposed party and accounted the party proposed party and accounted the party party and accounted to the party party and accounted to

- more recurred me concemposates, are such more information or may statist the Company in determining the advanced does and pay-shift.

 The slights injected person shall submit to physical and meeted company when the second pay-shift is to be submit to physical and meeted accordance to the company when and as alone as the Company may passensately reasons and he, or in the event of his increased may far passensately reasons may he, or in the event of his mercan programment of his mercan, that, given sach request from the Company, execute sechosticities to enable the Company to seltom medical reports and concess of records. If requested by the Company, such slightle injured person some the nablest of the amoning shall form on a more metal and the accordant and fer a reasonable time posts to a such as strongs by such blyble injured to present some the date of the accordant and fer a reasonable time posts of the accordant pays of a reasonable time posts of the accordant pays of the secondary statistics of the secondary statistics of the secondary statistics of the secondary statistics of the secondary statistics.

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- CO such person shall hadd in fruct for the benefit of the Company of rights of recovery which he shall have against such other person or organization because of stock bealty select.

 CO such person shall do whatever is proper to secure and plaif on such person shall do whatever is proper to secure and plaif on each person shall do whatever is proper to secure and plaif on such person shall enactly and deliver in the Company such leastments and selection affects and deliver in the Company such leastments and edifications of puch person and the Company settlements and edifications of puch person and the Company settlements and edifications of puch person and the Company settlements and edifications of puch person and particular to the extent of medicing person and particular and person and edifications and puch person and particular and deliver accordance to making day and deliver and deliver accordance to the person and deliver accordance to the rights. Such person medical accordance of any other mesor vehicle accurance policy afording friend benefits accurate recoverage as a mend interest and accurate to the policy accurate to benefits increase such active accurate to be sent to accurate accurate to the policy accurate to benefits accurate such active accurate that the means accurate to the title of coverage and deliver accurate accurate that accurate the person accurate to be sent to accurate accurate accurate to the person accurate to be sent to accurate accurate accurate to the person accurate accurate that accurate accurate accurate the person accurate accura

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 With respect to beelly singly extraced by any person other than
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 insurance polity attentions should be sent benefits without regard to facilithis insurance shall apply only as excess singraces aver such
 policy.
 - both mattered as provided in the feregoing surregachs, if the eligible policy, for the provided in the feregoing surregachs, if the eligible misured portion is entitled to coverage for medical expanses under the terms of Data for any other meter which interances policy pagents a last covered under Section i. the Company that is the inhald under the policy for a greater proportion of such loss than the applicable limit of itselfally of the interance better to the level applicable limit of itselfally of the universal benefits in the level applicable limit of fightility of the universal benefits for the
- were approximate interest theority of all such moder vehicle ensurence. We e-dright injuried person state scores continues to entitle the amount of the atoms elements of loss weder this or any similar injurience. Sections I and (III. With respect to beeiny legistrated by any person other than the stated interest or a relative, the converge under Sections in the stated interest or a relative, the converge under Section and stated and stated of the section of the state of the section of the section
- cable limit of liability of such other ensurance. If an eligible imprete errors who is a stress insured or a relative has other smular insurance available more the terms of any other motor venicle insurance pourcy, the maximum incovery under its insurance apartle of exceed the amount enterine word make their insurance areas not exceed the amount enterine word make their payrate under the provisions of the insurance provision for the payrate under the provisions of the insurance appropriate the service of the provision of the insurance appropriate to a greater appropriate of a greater proportion of any loss to which decisions It and It! apply than the found of the country between tears to the sum of the sourceare found of insurance of the provision of their insurance and such other insurance.

SECTION IV-MODIFICATION OF POLICY COVERAGES

- in consideration at the insurance afforded under Section 1 of this encorsement
- moderament
 list any amount deviatie under the Protect on Against Unincurred
 Motorists Coverage shall be applied in reduction of the amount
 of any record seconds benefits which are duit or applied
 der this or any other motor vehicle disarrance policy because of
 Easily any 10 is neighbor supered gestion.
 Did any Avignosis Wer call Payments or Automobia & Medical Ex

pensa incurance afforded unner Park to ditte policy with inscent to an insured motor menicle which is replikable of principal-granged in Aramaks is replaced by the insurance afforded un-der Section wit fine producement

Automobile PERSONAL INJURY PROTECTION ENGORSEMENT (Arkansas)

Commercial



, , <u>,</u> ,

Type policy number only, in this section above the heavy line, if issued with Unless atherwise states, this endorsement forms a part of the policy to which attached at all issue, provided such attachment is stated in the policy declaration. Otherwise, the encorrecest is issued for attachment to and farms a part of the policy declaration below, effective only an the outle indicated as this endorsament but at the same time or hour of the day as the policy became effective.

alicy and arrachment stated in policy declarations Counter, g.to ar. Menriette AUTHORIZED REFRESENTATIO

Royal Globe Insurance Company BUSER CODE PTG 350013 3190105 Incl. Hamed insured land address, zip code when necessary for molling) Produces (and address, zin cade, for mailies) Dillingham Corporation Johnson & Higgins 601 California Street San Francisco, CA 94108

The Company agrees with the nomed impored subject to all of the previous of this endorsement and to all of the previous of the policy net enteresty medical horse, as follows:

SCHEDULE

Ham 7. The intrarance efforded is only with respect to such of the following Converages as me indicated by specific paramisms charge or the word "included" and, under such such Coverage, spolies and to such lacered matter vehicles are indicated by morty at land. The likest of the Consumy's failably against such such Coverage shall be an stated herein, subject to 3 if the terms of this endocrament having reformance for the consument of the consument of the consument of the consument for property and the such consuments are consumer to the consument for the consumer to the consument for the consument for the consumer to the consumer

CENTRALES	LIMIT OF LEADILITY	ASYANCE PREMIUM
Automobile Medical Payments Coverage Gection B	\$ 2,000.00 each person	\$ Incl.
Work Lots Coverage (Section 10)	As stated in the Limit of Limbility Practicion	\$ Incl.
Accidental Death Benefit Gestion 193	25,000 per eligible dejurad person	5 Incl.
	Total Advanca Francism	; Incl.

Rom 2.1 Decimation of Insured Mater Vehicles. (a) Description of Insured Motor Policies to selich the Insurance afforded under Section I—Automobile Medical Phymenta Coverage applies: Ichnick appropriate box)

22 Any motor vehicle registered or principally garaged in Arkdeses which is:

An avenue automobile under Part 1 of the policy. Owned by the somed insured

Orwined by the samed insured
 A private parameter automobile owned by the named incurved
 A hirad automobile
 A non-owned automobile
 A non-owned automobile
 A non-owned automobile
 An automobile covered under Carage insurance under Hazard 2
 An automobile covered under Carage insurance under Hazard 2

Description of Insured Meter Values to which the insurance afforded annuer Section II—Work Loca Coronage applics: Any private personeur meter vehi (check appropriete hex)

Concert appropriate acts

Registered or principally gazaged in Arkanean and its

An ewood automobile under Part I of the policy

Owned by the nested incured

Description of Jerural Meter Vehicles to which the incurance afforded under Section III—Accidental Beath Sensiti acrailes: enerous known Section III—Accidental Beath Bonefil app Any private patenager metar vehicle which its Executated or minicipally garaged in Artaneau and its An evened personable under Part I of the policy Owned by the nosted insured

SECTION I

INTOMORIE MENCAL PAYMENTS COVERAGE

The Company will pay benefits for modical expense with respect to bodity injury posteriord by an aligible injured person carried by accident arising out of the montenance or eas of a motor valida as a motor valida.

Exchange does not apply to builty injury:

(al motained by any porson to the extent that baseliz therefor are invoke or in part paid or payable under any notionests composite the complexity for any control or payable under any notionests composite for complexity. The standard insured while accupying any meter and the complexity and any control or payable and metal any control or first price analysis for the report by such sensed insured or first-stand or analysis of the standard or the sta

making, and the partial other than the named learned or a neutrino while scrapping any meter vehicle numbed by or introduced or metable for the regular true of other the named learned or metable for the regular true of other the named learned or my relative and which is not east learned makes which is according to partial with metable while used as a puttine or freezy conveyance unless such may it street in the declarations; sustained by any person other than the assets issuered or a relative while occupying any matter vehicle actor than the insmers matter vehicle while setting any matter vehicle actor than the insmers matter vehicle while setting a public or leave conveyance; nuclassed by any person other than the passed leavered or a reactive.

Theorem 20 while necessing any major waited either that the incaced matter valuits analyses or etherwise engaged in the between excessions of selling, repairing, servicing, starting or parkey meter valuities, or

as parting active relations, or many, replacing, streaming, training as parting active relations or case of any motor relations.

23 arising not of the maintenances or case of any motor relationship than the interval motor relation as a motorcycle by much person while emmanyed or engaged an any other business or occurations wellow the backly micery restricts from the operation or exceeding a private passenger extenseelle by the cases interval or by his person while construct the cases of the cases of a trader used therewish or with the instrument matter vehicle; and cases of the cases of the cases of while not in lawful passession of the chainst matter vehicles without the motors or motived content of the example fastered or whole not in lawful passession while occupant any matter vehicles while not in lawful passession while occupant any matter vehicles other than the number of the content of the number to use the matter vehicle;

30 cut and dy any person while occupant of the number to use the matter vehicle;

31 cut and dy any person while occupant of the number to use the matter vehicle;

32 cut and dy any person while occupant of the number to use the matter vehicle;

33 cut and dy any person while occupant of the number to use the matter vehicle;

34 cut and the number of not declared, civil wat, intervention of the state of the number of the num

ii) due 18 war, whether or not declared, civil war, insurrection, repetition or revolution, or to any act or condition incident to any

ef the icresores. Mi resulting from the radioactive toxic sentosive or other hazzedous properties of nuclear material

When used to reference to this coverage

E057 (Ed. 7/1/74) GLB1171

"Belly in jury" means beeily injury, sickness or siesees, including death resulting theartrant.

Frestland theartrant means for the same of the same o

Of white security research, or white security is secured metro white security in a security from the insured metro white, if the bestly injury results from Ob its use by the somed insured or its operation on his behalf by the private chantleur or describe servant, or

Gib its use by a relative, provided it is a private percenter arthmetile or trader;

"General matter validat" means a matter validad designated in the athedate of this andersommet or observator in the policy as an insured men or validate in which this converge applies and includes:

1) a matter validate not ensure the policy and includes:

1) a meter validate not ensure they be athered insured while beings carriy made as a substitute for an insurad matter validate when withdrawn from normal sets because of its breakdown, repoir, servicing, loss or destruction, and

and destruction, and
all a brailer destruction and to the measurement, speak, servicing, loss
and berraiter destructed for true with a private persevery substancible of
not being used for business surposes with another type vehicles,
"measical expecter" means all restantiable and necessary expenses incurred within two years from the date of accident for sendical, bestolis,
1-779, prefectioned sources, dental, surgicis, amountaines, protificate and
necessary services and for any nonnecessary associated can next transment
inscend in accurrance with a recorgance religious method of healings
"measer whether" means a land metor vehicle or traiter which includes
a tem-trailer other than (11 a form type traiter or other economics
attended to the principality of public traits, while set upon public
reads. (1) a relited severated upon rests or crawler traites, or (11 a
method is cateful for ase as a residence or primitives."
"Extended increase" means the person or argenization named in item 1 of
the distrainties:
"Extended for means a for upon are interrupt into or alignitume frame.

recurrences:
"securrences means at or upon or untering into or alighting from:
"securrence" means any porton who is not occupying any vehicle other
than a motorcycle or a vehicle operated by human or animal power; "Permate parameter witnessial" means a maken or mining power; "permate parameter witnessial" means a maker website which is a permate parameter; station eagon or teny type automobile; "failure" means a stocke or any witter perma praised to the named maxwell by blood, marriage or adoption concurring a ward or foater condi-ment of the property of the permanent of the permane

limed of liabelity. Regarders of serious or organizations insured, obscure of Social Socializable, Claims make or insured motion whether to whose instructions and control serious particular and serious part

LORADO PERSONAL INJURY P JCTION ENDORSEMENT

NAL GLOGE MAUGLOGE

Type policy number only, in this section above the heavy line, If issued Uniess otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

i —		AUTHORIZED REPRES	ENTATIVE
CSur.	Allu	riette	Oliedd
		attochment stat	ed in policy declaration

Royal Globe Insurance Company

PREMIUM | PREMIUM | PRODUCT | POLICY SYMBOL & NUMBER | PREMIUM | PREMIUM | PREMIUM | PREMIUM | POLICY SYMBOL & NUMBER | PREMIUM | PRODUCT | PTG | 350013 | Producer (and address, zip code, for mailing) | Producer (and addre

Dillingham Corporation Johnson & Higgin 601 California S

Johnson & Higgins 601 California Street San Francisco, CA 94108

The Company agrees with the named insured, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION !

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay, in accordance with the Colorado Auto Accident Reparations Act, personal injury protection benefits for:

- (a) medical expenses.
- @) rehabilitation expenses,
- (c) work lass.

rsential services expenses, and

😕 death compensation

incurred with respect to bodily injury sustained by an eligible injured person caused by an accident arising out of the use or operation of a mater vehicle as a motor vehicle.

EXCLUSIONS

This coverage does not apply:

- (a) to badily injury sustained by the named insured or any relative as a result of the use or operation of any moter vehicle owned by the named insured which is not an insured moter vehicle;
- (b) to bodily injury sustained by any relative as a result of the use or operation of any mater vehicle, owned by such relative, with respect to which the security required under the Colorado Auto Accident Reparations Act is not in offect;
- (c) to hadily injury sustained by any person
 - (I) caused by his own intentional act; or
 - (2) while operating a mater vehicle as a converter without a good faith belief that he is legally entitled to operate or use such vehicle;
- (d) to bedily lajery sustained by any person, other than the named lasured or any relative, if the accident occurs outside the State of Colorado;
- (e) to bodily lajury sustained by any person while the lasured mater vahicle is being operated in any jurisdiction in which, and to the extent that, coverage is afforded by reason of any program, statute, law or administrative regulation through a government agency or publicly financed auto accident reparations plan;
- if) to hedily injury sustained by any person arising out of the use or operation of a meter vehicle while located for use as a residence or premises:
- bodily injury due to war, whether or not declared, civil war, insurction, rehellion, or revolution, or to any act or condition incident to any of the foregoing;
- On to hadily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- (i) to badily lajury sustained by any person, other than the named insured, or any relative, arising out of conduct occurring within the course of a business of selling, repairing, servicing, storing, parking or otherwise maintaining motor vehicles, unless such conduct occurs off the business premises.

DEFINITIONS

When used in reference to this coverage:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom:

"death compensation" means compensation on account of the death of an "eligible injured person," payable to his estate;

"eligible injured person" means

- (a) the named insured or any relative who sustains bodily injury arising out of the use or operation of any motor vehicle;
- (b) any other person who sustains hodily injury while
 - (1) occupying the insured mater vahicle with the consent of the named insured, or
 - (2) a pedestrian if the accident involves the insured motor vehicle;

"essential service expenses" means expenses reasonably incurred during his lifetime for essential services in lieu of those the eligible injured person would have performed without income, but for the bodily injury;

"losured motor vehicle" means a motor vehicle of which the named insured is the owner and with respect to which

- (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the named insured is required to maintain security under the "Colorado Auto Accident Reparations Act";

"medical expenses" means all reasonable and necessary expenses incurred for medical, chirogractic, optometric, podiatric, hospital, nursing, x-ray, dental, surgical, ambulance, and prosthelito services, and nonmedical remedial acare and treatment rendered in accordance with a recognized religious method of healing performed within tures years after the date of the accidents

"motor vehicle" means any motor vehicle, including trailers, of a type required to be registered and licensed for operation on the public highways of Colorado or any other jurisdistion;

"named insured" means the person or organization named in the declarations;

"eccupying" means in or upon, entering into or alighting from;

"padestrian" means any person not occupying a motor vehicle or machine operated by a motor or engine:

"rehabilitation expenses" means the reasonable cost of necessary rehabilitation procedures or treatment and reasonable and appropriate rehabilitative occupational training, provided within 5 years after the date of the accident.

"relative" means the spouse or any other person related to the named insured by blood, marriage, or adoption (including a ward or foster child) who is a resident of the same household as the named insured, whether or not temporarily residing elsewhere;

"work loss" means loss of income during his lifetime from work the eligible injured person would have performed but for the hodily injury.

LIMITS OF LIABILITY

Regardless of the number of persons insured. Lies of honds applicable, claims made or insured motor ventores to which this coverage applies, the company's liability for personal insury protection benefits with respect to bodily injury sustained by any eligible injured person in any one motor vehicle accident is limited as follows:

medical expenses shall not include rehabilitation expenses and the maximum amount payable therefor shall not exceed twenty-five thousand dollars (\$25,000 less the amount of any applicable deductible set forth in this endorsement or the policy to which it is attached:

- rehabilitation expenses shall not include medical expenses and the maximum amount payable therefor shall not exceed twenty-five thousand dollars (\$25,000);
- 3. the maximum amount payable for work less is one hundred percent (100%) of the first one hundred twenty-five doilars (5125) of loss of gross income per week for pro rata for such amounts for a lesser period) and shall be payable only during a period commencing the day after the date of the accident, and not exceeding fifty-two weeks (52) from such day;
- ne maximum amount payable for essential service expenses shall not exceed fifteen dollars (\$15) per day and shall be payable only during a period commencing the day after the date of the accident, and not exceeding lifty-two weeks (\$20 from such day;
- 5. the amount payable for death compensation is one thousand dollars (\$1.000);
- any amount payable by the company under the terms of this coverage shall be reduced by any amount actually provided by any weekmen's compensation law within the time period for payment of personal injury protection benefits.

POLICY PERIOD: TERRITORY

This coverage applies only to accidents which occur during the policy period and within the United States of America, its territories or pessessions, or Canada.

CONDITIONS

- A. Action-Against Company. No action shall lie against the company unless s a condition precedent thereto, there shall have been full compliance th all the terms of this coverage.
- 8. Notice, in the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the company or any of its authorized agents as soon as practicable. If an eligible injured person, or his legal representative shall institute legal action to recover damages for badily signy against a person or organization who is or may be liable in but therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the company by such eligible injured person, or his legal representative.
- C. Medical Reports: Proof of Claim. As soon as practicable, the eligible injured person or someone on his behalf shall give to the company written proof of claim. under oath if required, including full particulars of the

nature and extent " the bodily injury, treatment and renabilitation received and context ied, and such other information as may assist the company in determit, if the amount due and payable. The eligible injured person soail submit to physicial and mental examination by physicians selected by the company, when and as often as the company may reasonably require.

- B. Subragation. In the event of any payment under this coverage, the company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- E. Reimbursement and Trust Agreement, in the event of any payment to any person under this coverage:
 - 1. the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury, because of which such payment is made: and the company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such bodily injury, his agent, his insurer or a court having jurisdiction in the matter.
 - such person shall hold in trust for the benefit of the company at rights of recovery which he shall have against such other person or organization because of such badily injury.
 - such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights; and
 - such person shall execute and deliver to the company instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.
- F. Non-Duplication of Benefits; Priority of Payments; Other insurance, No eligible injured person shall recover duplicate benefits for the same elements of loss under this and any similar insurance, including selfinsurance.

This coverage applies on a primary basis to hedily injury sustained by an eligible injured person if the accident arises out of the use or operation of the insured meter vehicle, provided that if the accident arises out of operation of the insured meter vehicle, by a person who is neither the owner, nor an emologe of the owner of such vehicle lexcept for an accident involving the operation of a meter vehicle regulated under the provisions of Articles 9, 10 or 11 of Ghapter 115 C.R.S. 1963) any Personal Injury Protection coverage required by the Colorado Auto Accident Reparations Act and afforded by another policy under which the operator is a named insured or relative shall be primary and this coverage shall be excess.

In the event an eligible injured person, has other similar insurance, including self insurance, available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provision of the insurance providing the highest doilar limit, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limits of liability hereundee bear to the sum of the applicable limits of liability of this coverage and such other insurance, but this paragraph shall not apply to optional benefits purchased by such eligible injured person for additional gramiums on a voluntary basis.

SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

(a) any amount payable under the Protection Against Uninsured Motorists
Coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile
insurance policy because of badily injury sustained by an eligible
injured person:

(b) any Automobile Medical Payments Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of bodily injury sustained by an affeible injured person.

SECTION III

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages immosed by the provisions of the Colorado Auto Accident Reparations Act.

3 event a court of competent jurisdiction declares, or enters,

, ent the effect of which is to render, the provisions of such act

invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium sayable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company.

CL 80847 E0 36

FLORIDA AUTOMOBILE REPARATIONS REFORM ACT (AMENDATORY ENDORSEMENT)

Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in Unless otherwise stated, this endorsement forms a part of the policy to which countensis attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

policy declarations, AUTHORIZED REPRESENTATIVE

FOLICY SYMBOL & NUMBER

Royal Globe Insurance Company

PRODUCER COSI

3190105

Named Insured (and address, zip code when necessary for mailing)

Dillingham Corporation

ENDORSEMENT (MO., DAY, YR.)
EFFECTIVE
DATE 5-1-77 PTG 350013

Producer (and address, zip code, for mailing) Johnson & Higgins

601 Calib rnia Street San Francisco, CA 94108

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SCHEDULE

The insurance for PERSONAL INJURY PROTECTION is subject to a deductible of \$_ applicable to ___ the following named insured only: meach named insured and each relative.

SECTION I

PERSONAL INJURY PROTECTION

The Company will pay, in accordance with the Florida Automobile Repara-tions Reform Act, to or for the benefit of the injured person:

(a) all reasonable medical expenses, and

- b) with respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person and all expenses reasonably incurred to obtaining from others ordinary and excessary services in Neu of those that, but for such injury, the injured person would have performed without income for the benefit of his household. and
- c) funeral, burial or cremation expanses, incurred as a result of bodily injury, caused by an accident arising out of the ownership, maintenance or use of a motor vehicle and sustained by:

 (1) the named insured or any relative while occupying a motor vehicle or, while a pedestrian, through being struck by a motor vehicle; or (2) any other person while occupying the insured motor vehicle or, while a pedestrian, through being struck by the insured motor vehicle.

Freinsions

This insurance does not apply:

- (a) to the named insured or any relative while occupying a motor vahicle of which the named insured is the owner and which is not an insured motor vahicle under this insurance;
- D) to any person while operating the insured motor vehicle without the express or implied consent of the named insured;
- (c) to any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:
 - (i) causing bodily injury to himself intentionally:
 - (ii) convicted of driving while under the influence of alcohol or narrotic drugs to the extent that his driving faculties are impaired; or (iii) while committing a felony;
- us) to the extent that benefits are paid or payable under any workmen's compensation law:

- (a) to any pedestrian, other than the named insured or any relative, not a legal resident of the State of Florida;
- th to any person, other than the named insured, if such person is the owner of a motor vehicle with respect to which security is required under the Florida Automobile Reparations Reform Act;
- ight of any person, other than the named insured or any relative, who is entitled to personal injury protection benefits from the owner of a motor vehicle which is not an insured motor vehicle under this insurance or from the owner's insurer; this to any person who sustains bodily injury while occupying a motor vehicle located for use as a residence or premises.

Limit of Lizhitity: Application of Deductible: Other Insurance

Limit of Lizbility, Application of Deductible; Other Insurance
Regardless of the number of persons insured, policies or bonds applicable,
vehicles involved or claims made, the total aggregate limit of personal
injury protection benefits available under the Florida Automobile-Reparations Reform Act from all sources combined, including this policy, for all
loss and expense incurred by or an behalf of any one person who sustains
bodily lajury as the result of any one accident shall be \$5,000; provided
that payment for funeral, cremation or buriat expenses included in the
foregoing shall in no event exceed \$1,000. If workmen's compensation
benefits have been received for the same items of loss and expense under
any workmen's compensation law, the total aggregate limit of personal
injury protection benefits available with respect to such bodily injury shall
be reduced by the amount of workmen's compensation benefits received.

if benefits have been received under the Florida Automobile Reparations Reform Act from any insurer for the same items of loss and expense for which benefits are available under this policy, the Company shall not be liable to make duplicate payments to or for the benefit of the injured person, but the lessurer paying such benefits shall, be entitled to recover from the Company its equitable pro rate share of the benefits paid and expenses incurred in processing the claim.

expenses incurred in processing the claim.

The amount of any deductible stated in the schedule of this endorsement shall be deducted from the total amount of all sums otherwise payable by the Company with respect to all loss and expense incurred by or on behalf of each nerson to whom the deductible applies and who sustains boddly injury as the result of any one accident, and if the total amount of such loss and expense exceeds such deductible, the total limit of benefits the Company is obligated to pay shall from be the difference between such deductible amount and the applicable limit of the Company's liability.

A3465 — CP0564 CL 938758 EB 12/1/75

Definitions

When used in reference to this Section.

"badily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom:

redical expenses" means expenses for necessary medical, surgical, x-ray, indical expenses" means expenses for necessary medical, surgical, x-ray, u-ental, ambilance, hospital, professional nursing and rehabilitative services, for prosthetic devices and for necessary remedial treatment and services recognized and permitted under the laws of the state for an injured person who relies upon spriftual means through drayer alone for healing in accordance with his religious beliefs:

"named insured" means the person or organization named in the declara-tions of the policy and if an individual, shall include the spouse if a resi-dent of the same household:

"mater vehicle" means a 4-wheel self-propelled vehicle of a type required to be registered and licensed under Florida law, which is not used as a public or levery conveyance, and which is one of the following types:

- a private passenger vehicle, such as a sedan, station wagon or jeep-type vehicle.
- (b) a pick-up or panel truck not used primarily in the occupation, business or profession of the owner.
- or profession of the owner, a utility automobile designed for personal use, as a camper or motor home or for family recreational purposes but a utility automobile does not include any such automobile used primarily (I) in the occupation, profession or business of the owner or (2) for the transportation of DESSERBEIS.

a "motor vahicle" does not include a vehicle owned by the State of Florida, any political subdivision or municipality thereof, or the Federal Government:

"eccupying" means in or upon or entering into or alighting from:

"Insured motor vehicle" means a motor vehicle of which the named insured is the owner and with respect to which (a) the bodily injury liability insurance of the policy applies and (b) security is required to be maintained under the Florida Automobile Reparations Reform Act;

"relative" means a person related to the named insured by blood, marriage or adoption including a ward or faster child who is a resident of the same household as the named insured;

"pedastrian" means a person while not an occupant of any self-propelled

- 'mean' means a person or organization who holds the legal title to a .cor vehicle, and also includes:
- (a) a debtor having the right to possession, in the event a motor vehicle is the subject of a security agreement, and
- a lessee having the right to possession, in the event a motor vehicle is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more, and
- ment is for a period of six months or some, asso (c) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agree-ment provides that the inside shall be responsible for securing insur-

Pelicy Period: Territory

The insurance under this Section applies only to accidents which occur during the policy period

(a) in the State of Florida, and

- (a) in the State of Floridz, and

 b) as respects the named insured or a relative, while occupying the insured motor vehicle outside the State of Florida but within the United States of America, its ferrituries or possessions or Canada: and

 (c) as respects the named insured, while occupying a motor vehicle of which a relative is the owner and for which security is maintained under the Florida Automobile Reparations Reform Act, outside the State of Florida but within the United States of America, its territories or possessions of Canada.

1. Hetics. In the event of an accident, written notice of the less must be given to the Company or any of its authorized agents as soon as practicable. gives to the company of any of its angionized agents as soon as practicated, if any injured person or his legal representative shall institute legal action to recover damages for bodily injury against a third party; a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such injured person or his legal representative.

- Z. Action Against the Company, No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all terms of this insurance, nor until 30 days after the required notice of accident and reasonable proof of claim has been filled with the Company.
- Company.

 3. Medical Reports; Froof and Payment of Claim, As soon as practicable the person making claim shall give to the Company written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. Such person shall submit to mental or physical examinations at the Company may reasonably require and a copy of the medical report shall be forwarded to such person if requested.
- 4. Reimbursement and Subragation. In the event of payment to or for the benefit of any injured person under this insurance:
- the Company shall be reimbursed to the extent of such payment, exclusive of reasonable attorneys fees and other reasonable expenses, out of the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legalty responsible for the bodily injury because of which such payment is made and the Company shall have a lien on such proceeds to such extent;
- such proceeds to such extent;

 (b) if the injured person or his legal representative fails to bring suit against a person or organization legally responsible for such bodily injury within one year after the last payment of any benefits under this insurance, the Company, upon giving 30 days written notice to the injured person or his legal representative, shall have the right to bring suit against such person or organization, in its own name or in the name of the injured person or his legal representative, to recover the amount of such payments, provided, however, that the prosecution or settlement of such suit without the consent of the injured person or his legal representative shall be without prejudice to such person, or his legal representative. legal representative.

SECTION II

MODIFICATION OF POLICY COVERAGES

Any automobile medical payments insurence and any protection against uninsured motorists insurence afforded by the policy shall be excess over any personal injury protection benefits paid or payable or which would be available but for the application of a deductible.

If automobile medical payments insurance is afforded by this policy, that insurance shall be applicable for medical expenses incurred within one year beginning on the date all personal injury protection benefits have been exhausted.

SECTION III

~ FINANCIAL RESPONSIBILITY

With respect only to any motor vehicle for which security is required to be maintained under the Florida Automobile Reparations Reform Act and for which insurance is afforded under the policy, the limits of the Company's liability under the insurance for bodily injury and property damage liability shall comply with the limits of liability required by any other applicable motor vehicle financial responsibility or compulsory insurance law.

SECTION IV

PROVISIONAL PREMITING

PROVISIONAL PREMIUM
It is agreed that in the event of any change in the rules, rates, rating pian, fremiums or minimum premiums applicable to the insurance afterded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Automobile Reparations Reform Ant providing for the exemption of persons from tort liability, the premium stated is the declarations for any Automobile Bodily injury, Automobile Property Damage Motorists insurance shall be deemed provisional and subject to recomputation. If this policy is a renewal pricy, such recomputation is this policy is a renewal pricy, such recomputation is this policy is a renewal pricy, such recomputation is the policy of the formation and subject to recomputation. If this policy is a renewal pricy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the named insured pursuant to Section 12 (2) (e) of the Florida Automobile Reparations Reform Act with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium stated in the declarations, the named insured shall pay to the Company the excess as well as the amount of any return premium previously credited or refunded.

A948b --- CP0584 CL 698750 ED 12/1/75

BASIC PERSONAL INJURY PROTECTION ENDORSEMENT (GEORGIA)

AUTOMOBILE

No typing necessary IF issued with policy and attachment stated in policy declarations.

Unless otherwise stated, this endorsement forms a part of the policy to which Counters attached as of issue, provided such attachment is stated in the policy declarations, Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

AUTHORIZED REPRESENTATIVE

Royal Globe Insurance Company

DOUGER CODE

3190105

(MO., DAY, YR.) 5-1-77

POLICY SYMBOL & NUMBER

Named Insured (and address, zip code when necessary for mailing)

PTG 350013

Dillingham Corporation

Producer (and address, zip code, for mailing) Johnson & Higgins 601 California Street San Francisco, CA 94108

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay personal injury protection banefits for:

- medical expenses,
 - work lass,
- (c) essential services expenses,
- (d) funeral expenses, and
- (e) survivors' lass.

incurred with respect to budily injury sustained by an eligible injured person and caused by an accident arising out of the operation, maintenance or use of a motor vehicle as a vehicle.

EXCLUSIONS

This coverage does not apply:

- (a) to hodily legisty sustained by any person while eccupying a moter vehicle which is owned by such person with respect to which the security required by the Georgia Motor Vehicle Accident Reparations Act is not in effect:
- (b) to hedily injury sustained by any person white using the insured mater vehicle without the express or implied permission of the named insured or his spouse, if residing in the same household, or while voluntarily eccusying a mater vehicle known by such person to
- to to hodily injury sustained by any person while secupying or while a pedestrian as a result of being struck by, any mater vehicle, other than the latured mater vehicle, with respect to which the security required under the Georgia Motor Vehicle Accident Reparations Act is in effect;
- (d) to any benefits any person would otherwise be entitled to receive hereunder for budily injury sustained intentionally by the person injured or caused intentionally by claiment:
- (e) to hadily injury sustained by any pedestrian, other than the named insured or any relative, as a result of being struck by a motor vehicle nutside the State of Georgia;
- to hodily lajery sustained by any person if such injury arises from conduct within the course of a business of repairing, servicing or otherwise maintaining vehicles unless such conduct involves the operation of a motar vehicle as a vehicle on the business premises or unless such conduct occurs off the business premises;
- to be dily injury sustained by any person if such injury arises from conduct in the course of loading or unloading any moter vehicle unless the conduct occurs while such person is eccupying such mater vehicle;
- (h) to bodily injury sustained by any person arising out of the mainte-nance or use of any moter vehicle when such mater vehicle is not used as a vehicle.

DEFINITIONS

When used in reference to this coverage:

"badily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"disability" means any period of time during the eligible injured person's lifetime in which he is unable to perform substantially all the duties required by his usual occupation, provided the disability commences within twelve [12] months from the date on which the noter vehicle accident

"eligible injured person" means

- (a) the named insured or any relative who sustains bodily injury while accupying, or while a padestrian as a result of being struck by, any motor vehicle:
- this any other person who sustains bodily lajury while eccupying or while a pedestrian as a result of being struck by, the insured motor vehicle;

"exsential services expenses" means expenses reasonably incurred during the period of the eligible injured persen's disability for ordinary and necessary services from others, excluding members of the eligible injured person's household, in lieu of services that had he not been injured, he would have performed not for income, but for the benefit of his household;

"funeral expenses" means reasonable and necessary expenses incurred for funeral services;

"Insured meter vehicle" means a motor vehicle with respect to which (a) the bodily lajory liability insurance of the policy applies and for which a specific premium is charged, and

b) the named insured maintains the security required under the provisions of the Georgia Motor Vehicle Accident Reparations Act;

visions or the deorgia motor ventice Motion trapparations Act;

"medical expenses" means all necessary medical expenses including necessary medicine, drugs, surgical, dental, x-ray and rehabilitative services, including prosthetic devices, and necessary ambulance, hospital, and mursing services, all as prescribed, authorized, approved or randered by an attending physician, including any person licensed to practice a healing art and any remedial treatment and care rendered in accordance with a recognized religious healing method;

"motor vehicle" means a vehicle having more than three load bearing wheels, of a kind required to be registered under the laws of this State relating to motor vehicles designed primarily for operation upon the public streets, reads and highways, and driven by power other than muscular power, and includes a trailer drawn by or attached to such a vehicle:

"named insured" means the person or organization named in the decla-

"occupying" means in or upon, or engaged in the immediate act of entering into or alighting from:

"estrias" means any person not eccupying a motor vehicle or a motoror any other motor driven vehicle designed primarily for operation upon the public streets, roads and highways, or not in or upon a vehicle operated on stationary rails of tracks, or aircraft;

"relative" means the spouse or any other person related to the named insured by blood, marriage or adoption likeluding a ward or foster child who is a resident of the same household as the named insured, whether or not temporarily residing elsewhere;

"survivers' less" means compensation in the event of the death of an eligible folured person, survived by a spouse or dependent children, payable after such death as though the deceased were alive but totally disabled, such payment to be made to the spouse, if alive, otherwise to the children or the person having legal custody of such children as though awarded as a year's support as provided by law, and the maximum amount payable shall be the amount of work less and the amount of essential services expenses, that would have been payable to the deceased eligible inlured person.

"scual eccupation" means a person's principal activity or vocation;

"work less" means 35% of the loss of income or earnings of the sligible injured person incurred during his disability.

POLICY PERIOD: TERRITORY

This coverage applies only to accidents which occur on or after March 1, 1975 during the policy period and within the United States of America, its territories or possessions, or Canada.

LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, claims made or insured mater vehicles to which this coverage applies, the Company's liability for personal injury protection benefits with respect to bodily injury sustained by any one eligible injured person in any one motor vehicle accident shall not exceed five Thousand \$5,000 Dollars in the aggregate, and subject to such aggregate.

- the maximum amount payable for medical expanses shall not exceed \$2,500;
- the maximum amount payable for work Joss shall not exceed \$200 per week;
- the maximum amount payable for essential services expenses shall not exceed \$20 per day;
- the maximum amount payable for funeral expenses shall not exceed \$1,560.

CONDITIONS

A. Action Against Company. No action shall lie against the Company unless as a condition precedent thursto, there shall have been full compliance with all terms of this coverage.

- B. Notice, in the event of an accident, written natice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable. If an eligible injured person, his legal representative or his survivors shall institute legal action to recover damages for hadily injury against a person or organization who is of may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, his legal representative or his survivors.
- C. Medical Reports: Proof of Claim. As soon as practicable the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required. Including full particulars of the nature and extent of the bodily injury, treatment and rehabilitation received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical and mental examination by physicians selected by the Company when and as often as the Company may reasonably require at the Company's expense.
- D. Subragation. Subject to any applicable limitations set forth in the Georgia Motor Vehicle Accident Reparations Act. in the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.
- E. Han-Duplication of Benefits; Priority of Payments; Other Insurance. No eligible lajured person shall recover duplicate benefits for the same elements of loss under this policy or any other policy of motor vehicle Hability insurance or approved plan of self-insurance. In the event as eligible injured person has such duplicate coverage available and applicable to the accident, the maximum amount of recovery shall not exceed that amount which would have been payable under the provisions of this insurance policy or such other policy of motor vehicle Hability insurance or approved plan of self-insurance providing the highest dollar amount, and the Company shall not be liable for a greater portion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this coverage and such other duplicate coverage.
- F. Conformance to Statute. Notwithstanding any of the other terms and conditions of the policy, the coverage afforded shall be at least as extensive as the minimum coverage required by the Georgia Motor Vehicle Accident Reparations Act, and notwithstanding the terms and conditions of this policy all provisions of this policy shall conform to the laws of this State.

SECTION II

In consideration of the coverage afforded under Section 1 and the adjustment of applicable rates any amount payable under Protection Against Uninsured Motorists Coverage or Automobile Medical Payments or Medical Expense Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits gaid or payable under this or any other automobile insurance policy because of bodily injury sustained by an eligible injured person.

SECTION III

Constitutionality Clause. The premium for and the coverages of the policy have been established in reliance upon the provisions of the Georgia Motor Vehicle Accident Reparations Act. in the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such act invalid or unenforceable in whole or in part,

the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company in accordance with such declaration or judgment.

ED77 Ed. 1-1-75

INOIS EXTENDED PERFT"AL INJURY PROTECTION—AMENDATOF COVERAGE EXCESS PERSONAL INJUR OTECTION

Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations.

Uniess otherwise stated, this choorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Ginerwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective

Named Insured (and address, zip code when necessary for mailing)

Aico DY:

MPANY

Royal Globe Insurance Company

3000 K300001

3190105

ENDORSEMENT IMO., DAY, YR.: EFFECTIVE 5-1-77

POLICY SYMBOL & NUMBER PTG 350013

Producer (and address, zip code, for mailing)

Dillingham Corporation

Johnson & Higgins 601 California Street

San Francisco, CA 94108

INSURING AGREEMENT

The Company agrees with the named insured to add to the bodily injury lability section of the policy, in accordance with Article XXXV of the lineis insurance Code, subject to all of the provisions of the policy except is modified berein, if the named insured has purchased Excess Personal njury Protection.

lubject to the depletion of any available corresponding insurance under basic Personal injury Protection, the Company will pay to or for the benefit of the named insured and any relative who sustains bodily injury caused by a accident involving a motor vehicle;

- a) Medical, Hospital, and Funeral Expenses: All reasonable and necessary expenses arising from an accident for medical, surgical, x-ray, dental, prosthetic, ambulance, hospital, professional nursing, and funeral services. However, the benefits payable for funeral services may not exce-42,000 per person.
- lincc : ontinuation: 85% of the income lost by an injured person who was an income or wage-earner as a result of total disability caused by the accident after one year but within 6 years from the date of the accident, subject to a payment limit of \$150 per week per injured person for 250 weeks commencing one year after the date of the accident.
- 250 weeks commencing one year after the date of the accident.

 2) Loss of Servicest Where the injured person was not an income or wage-earner at the time of the accident, reimbursement for payments made to others, not members of the injured person's household, for necessary and reasonable expenses incurred as a result of disability caused by the accident for essential services ordinarily performed by such injured person for care and maintenance of the family or family household, and actually rendered after one year but within six years from the date of such accident, subject to a limit of \$12 per day per injured person for 260 weeks commencing one year after date date of the accident.
-) Survivor's Benefits: If an injured person dies as a result of such injuries within one year from the date of the accident, a survivor's benefit equal to 85% of the average weekly income the deceased earned during the 52-week period immediately preceding the accident subject to a payment limit of \$150 per week for a period of 260 weeks after the date of death,
- (1) To a surviving spouse dependent upon the deceased for income, such payments to terminate when such surviving spouse dies leaving no surviving dependent children or remarries; or
- (2) In the event there is no surviving spouse, to the surviving children decendent upon the deceased for income, such payments to terminate

with respect to such a surviving child when such child attains majority, marries or becomes otherwise emancipated, or dies.

When used in reference to this Section:

"finjured person" means the named insured or any relative who sustains bodity injury in any motor vehicle accident;

"named insured" means the individual named in the declarations and includes his spouse if a resident of the same household;

"relative" means a relative of the named insured who is a resident of the same household:

**bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom:

"foccupying" means in or upon or entering into or alighting from:

"sutomobile" means a private passenger automobile of the sedan, station wagon, or jeep type, not used as a public livery conveyance, nor mented to others, and includes any other 4 wheel motor vehicle used as a utility automobile, pickup truck, sedan delivery truck, or panel truck which is not used primarily in the occupation, profession or business of the insured, other than farming or ranching;

"insured automobile" means an automobile described as an insured automobile under the bodily injury liability insurance of the policy and which is registered or principally garaged in the State of Illinois;

"total disability" means inability of the injured person to engage in his ordinary occupation:

"medical services" includes services rendered by an individual licensed under the Medical Practice Act of the State of Illinois or under the comparable statute of the justication by which the individual rendering the services is licensed and any non-medical remedial treatment and care rendered in accordance with a recognized religious method of healing:

"motor vehicle" means a land motor vehicle or trailer other than (1) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-traads, or (3) a vehicle while located for use as a residence or

"income or wage-earner" means an individual who is usually and normally gainfully employed in a continuous full time or permanent occupation.

EXCLUSIONS

xcess Personal Injury Protection does not apply:

-) to or on behalf of any injured person where such person's conduct con-tributed to the injury in any of the following ways:
- (1) by intentionally causing injury to himself;
- (2) while under the influence of intoxicating liquor or narcotic drugs;
- (3) b, rating a motor vehicle without a license or after suspension or revocation of a license;
- (4) by operating a motor vehicle upon a bet or wager or in a race;
- (5) while seeking to elude lawful apprehension or arrest by a police
- (6) while operating or riding in a vehicle known to him to be stolen; or (7) while in the commission of a felony.
- (b) to the named insured or any relative while occupying any automobile owned by the named insured or furnished for the named insured's regular use and not insured for Excess Personal Injury Protection;
- (c) to a relative while occupying any automobile owned by such relative or furnished for the relative's regular use and not insured for Excess Per-agnal Injury Protection;

- (d) to any direct or indirect loss or interest of, c., services or benefits provided or furnished by, the United States of America or any of its agencies coincident to a contract of employment or of military enlistment, duty or service;
- (e) to expenses incurred with respect to bodily injury resulting from the haz nous properties of nuclear material and arising out of the operation of clear facility by any person or organization;
- (f) to any person who sustains bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

Limits of Liability

The limits stated in paragraphs (b), (c) and (d) under Excess Personal Injury Protection are the limits of the Company's liability under this Insuring Agreement per injured person as a result of any one accident regardless of the number of insured automobiles to which this Insurance applies. The total limit of the Company's liability for all insurance under paragraphs

(a), (b), (c) and (d) L. Acess Personal Injury Protection is \$50,000 for any one injured person as the result of any one accident and, subject to the foregoing provisions respecting each injured person, \$100,000 for two or more persons as the result of any one accident.

Any amount payable to or for the benefit of an injured person under this insurance must be reduced by:

- any amount paid or payable to such injured person under the workmen's compensation laws of any state or the Federal Government;
- (2) any amount, received by or on behalf of such injured person from any third person who is or may be liable in tort therefor or from such third person's agent or insurer, to the extent that such amount would produce a duplication of payment or reimbursement for any loss or expense covered under this insurance; and
- (3) the amount of any similar automobile medical, income continuation, loss of services or survivor's benefits available to the injured person who is injured while occupying, or through being struck by a motor vehicle not insured for Illinois Extended Parsonal Injury Protection.

CONDITIONS

The following conditions apply to all provisions of this endorsement except where otherwise noted:

- (1) Notice. In the event of an accident, written notice containing particulars sufficient to identify the injured persons, and also reasonably obtainable information respecting the time, place and circumstances of the accident, must be given by or on behalf of the person who sustains injury to the Company or one of its authorized agents as soon as practical, if any injured person or his legal representative institutes legal action to recover damages for bodily injury against a third party, a copy of the summons and complaint or other process served in connection with such legal action must be forwarded as soon as practical to the Company by Medical Research and according to the Company by Medical Research and complaint to interesentatives.
- (2) Medical Reports; Proof of Claim. As soon as practical the injured person, or someone on his behalf, shall give the Company written proof of claim, and shall, upon each request from the Company, execute authorization to enable the Company to obtain medical reports, copies of records and loss of earnings information. The injured person must submit to physical examinations by physicians solected by the Company whenever the Company may reasonably require. A copy of any medical report must be fort "d to the injured person. The Company may require that the injure person, as a condition for receiving income continuation payments, furnish the Company reasonable medical proof of his inability to work.
- to work.

 3) Prompt Payments, Payments to be made under Basic or Extended Personal Injury Protection must be made promptly after valid proof of loss has been submitted to the Company, Payments must be made periodically on a monthly basis as expenses are incurred. Payments for any period must be paid within 30 days after the Company has received reasonable proof of the fact and amount of expenses incurred during that period, if reasonable proof is not supplied as to the entire claim the amount supported by reasonable proof must be paid within 30 days after such proof is received by the Company, Any part or all of the remainder of the claim that is later supported by reasonable proof must be paid within 30 days after such proof is received by the Company.
- 4) Action Against the Company. Ro action may lie against unless, as a condition precedent thereto, there has been full compliance with all the terms of this coverage.
- 5) Policy Period and Territory. This insurance applies only to accidents which occur on or after January 1, 1972, during the policy period and within the United States of America, its territories or possessions or Canada.

- (6) Subregation. In the event of any payment under this endersement, the Company is subrogated to the rights of the person to or for whom such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- (7) Trust Agreement, in the event of any payment under this coverage:
 - (a) the Company is entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the injured person against any person or organization legally responsible for the bodily injury because of which such payment is made, to the extent the damages recovered include the amount of any payment so made;
 - (b) the injured person holds in trust for the benefit of the Company all rights of recovery which he has against such other person or organization because of any payment so made which is the subject of claim made hereunder;
 - (c) the injured person shall do whatever is necessary to secure the rights of the Company;
 - (d) If requested in writing by the Company, the injured person shall take, through any representative designated by the Company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of the injured person:
 - (e) the injured person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- this provision.

 (8) Other insurance. No person may recover benefits prescribed by law and afforced under this coverage from more than one policy or company on a duplicate basis. The insurance afforced shall be primary unless the Excess Personal injury Protection benefits afforced a relative under this insurance are also available to the relative under a policy under which the relative is a named insured, in which event, this insurance shall not apply. However, regardless of the number of automobiles insured for such benefits, whather in one or more policies, whether written by the same or different companies, and regardless of the number of applicable policies affording such benefits to any one injured person, in no event shall the total benefits payable to such injured person as the result of any one accident exceed the total amount of Excess Personal Injury Protection benefits provided under this insurance.

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MARYLAND PERSONAL INJURY PROTECTION ENDORSEMENT

DONAL GLOSE

No typing necessary If issued with policy and attachment stated in policy for Uniess otherwise stated, this endorsement forms a part of the policy to which Counters Also

Unless otherwise stated, this endorsement forms a part of the policy to which attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became offective.

in policy speciarations.

Royal Globe Insurance Company

Malan arana Musan				
PRODUCER 5005 3190105	Incl.	EHGORIEMENT EPPECTIVE DATE	5-1-77	PTG 350013
Named Insured (and address, zip code Dillingham Corporat	7	[_{Joh} յ 601	nson & Hig California	
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The Company agrees with the named insured, subject to the provisions of this endorsement, and all provisions of the policy except, where modified herein:

SECTION I

Personal Injury Protection Coverage

The Company will pay the following benefits for loss and expense incurred because of bodily injury caused by accident and involving a motor vehicle:

- (a) medical expanse benefits to or on behalf of each injured person;
- (b) Income continuation benefits to or on behalf of each injured person who at the time of the accident was an income producer;
- (c) essential zervices benefits to or on behalf of each injured person who at the time of the accident was not an income produces.

Exclusions

This insurance does not apply:

- (a) to hodily injury sustained by any person
- (1) who intentionally causes the motor vehicle accident; or
- (2) white operating or voluntarily riding in a motor vehicle known by him to be stolen; or
- (3) while in the commission of a felony or fiseing or attempting to elude a police officer; or
- (4) srising out of the ownership, maintenance, or use of a motorcycle or motorbike, by such person;
- (b) to bodify injury sustained by any person while occupying a motor vehicle which is located for use as a residence or premises;
- (c) to bodily injury sustained by the named insured or any relative white occupying, or white a pedestrian through being struck by any motor vehicle owned by the named insured or furnished or available for the named insured's regular use and which is not an insured motor vehicle;
- (d) to badily injury stateined by any relative while occupying, or while a pedestrien through being struck by any motor vehicle owned by such relative or furnished or available for the relative's regular use;
- to bodily injury sustained by any pedestrian, other than the named insured or a relative, if the motor vehicle accident occurs outside of Maryland;
- (f) with respect to income continuation benefits and exsential services benefits, to bodily injury sustained by any person, other than the named insured or a relative, if the motor vehicle accident occurs outside of Maryland;
- (g) to bodily injury sustained by any person while occupying, or while a pedestrian through being struck by any motor vehicle, other than an insured motor vehicle, for which the

coverage required under Section 539, of Article 48A of the Annotated Code of Maryland is in affect;

- (h) to bodily injury due to war, declared or not, civil war, insurrection, rebellion, revolution, or to any act or condition incident to any of the foregoing;
- to bodily injury resulting from radioactive, toxic, explosive, or other hazardous properties of nuclear material.

Definitions

When used in reference to this insurance;

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom;
"essential services benefits" means reimbursement for neces-

"essential services benefits" means reimbursement for necessary and raszonable payments made to others, notmembers of the injured person's household, incurred within three years from the date of the accident for essential services ordinarily performed by the injured person, for care and maintenance of his family or family household:

"funeral services" means funeral, burist, or cremation services:

"income" means wages, salary, tips, commissions, professional fees, and other earnings from businesses or farms owned individually or jointly or in partnership with others, and to the extent that any such earnings are paid or payable in property or services other than cash, income means the reasonable value of such property or services:

"income continuation benefits" means payment for loss of income incurred within three years from the date of the accident; "income producer" means a parson who at the time of the socident was in an occupational status where he was earning or producing income;

"injured person" means

- (a) the named insured or any relative who sustains bodily injury in any motor vehicle accident:
- (b) any other person who sustains bodily injury (1) while occupying the insured motor vehicle as a guest or pessenger, or (2) while using the insured motor vehicle with the express or implied consent of the named insured, or (3) while a podestrian through being struck by the insured motor vehicle:

"insured motor vehicle" means a motor vehicle of which the named insured is the owner, to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged:

"medical expense henefits" means payment for all reasonable expenses arising from the accident and incurred within three years from the date of the accident for necessary medical, surgical, x-ray and dantal services, including prosthetic devices, and necessary ambulance, hospital, and professional nursing services and funeral services.

"motor vehicle" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public toad by any power other than animal or muscular power;

"named insured" means the person or organization named in the "eclarations and if an individual, includes his spouse if a resident of ie same household.

"occupying" means in or upon or entering into or alighting from;

"relative" means a person related to the named insured by blood, marriage or adoption who is a resident of the same household, and includes the named insured's unmarried and unemanipated children, while away from his household attending school or while in military service.

Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this insurance applies, the Company's Rability for personal injury protection benefits is limited as follows:

 The total aggregate amount payable by the Company to or on behalf of any one person who sustains bodily injury in any one motor vehicle actidant shall not exceed \$2500.00 for medical expense benefits, income continuation benefits and essential services benefits.

- Benefits payable by the Company under the terms of this insurance to or on behalf of an injured person shall be reduced.
 - (a) to the extent that benefits therefor are paid, payable or required to be provided to or on behalf of the injured person under any workmen's compensation law of any state or the Federal Government;
 - (b) by any amount received by or on behalf of such injured person from a person or organization who is liable in tort therefor or from such person's or organization's agent or insurer, to the extent that such amount would produce a duplication of payment or raimbursement for the same items of loss and expense for which benefits are available under this insurance.

No person may recover benefits as prescribed by law and afforded under this insurance from more than one motor vehicle liability insurance policy on either a duplicative or supplemental basis,

Policy Period: Territory

This insurance applies only to socident which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

CONDITIONS

This insurance is subject to the following additional conditions:

- Notice. In the event of an accident, written notice containing details sufficient to identify the injured persons, and also reasonably obtainable information respecting the time, place, and circumstances of the accident shall be given by or on behalf of each injured person to the Company or any of its authorized agents as soon as practicable.
- Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement.
- 3. Medical Reports: Proof of Claim. As soon as practicable, within a period not to exceed 8 months after the date of the accident, the injured person, or someons on his behelf, shall submit to the Company written proof of claim including full particulars of the nature and extent of the injuries and treatment received and contemplated and such other information as may assist the Company in determining the amount due and payable. If benefits for loss of wages or zalary (or in the case of the saif amployed, their equivalent) are claimed, the person presenting such claim shall authorize the Company to obtain details of all wage or salary payments or their equivalent, paid to him by any employer or earned by him since the time of the bodilly injury or during the year immediately praceding the date of the accident. The injured person shall submit to mental or physical examinations by physicians selected by the Company and at the Company responsely expense when and as often as the Company may reasonably require, and he or in the event of his death or incapacity, his legal representative shall upon each recover by the Company secure authorization to enable the Company to obtain medical reports and copies of records.

Proof of claim shall be made upon forms furnished by the Company unless the Company shall have falled to furnish such forms within 15 days after receiving notice of claim. The person making claim shall submit to examination under oath by any person named by the Company as often as reasonably required.

- if a lapse occurs in the period of disability or medical treatment of an injured person who has received benefits under this insurance and such person subsequently claims a recurrence of the bodily injury for which the original claim was made, such injured person or someone on his behalf shall be required to submit to the Company reasonable medical proof of such recurrence.
- Prompt Payment of Claims, Payments of personal injury protection benefits shall be made promptly and within thirty days after satisfactory proof of claim has been submitted to the Company.
- Other Insurence. With respect to the named insured or any relative who sustains bodily injury while occupying, or while a pedestrian through being struck by a motor vehicle not insured as required under Article 48A, Section 539 and 541 of the Maryland Code:
 - (1) If there is no other available personal injury protection coverage with respect to such bodily injury, the benefits payable for such coverage under this policy with respect to such bodily injury shall be reduced to the extent of any medical or disability benefits coverage applicable to such motor vehicle and collectible from the insurer of such motor vehicle, or
 - (2) If there is other personal injury protection coverage available with respect to such bodily injury, the aggregate maximum amount payable under this and all other policies as personal injury protection benefits shall not exceed the highest applicable limit of liability for such coverage under any one of such policies, provided that such aggregate maximum amount shall be reduced to the extent of any medical or disability benefits coverage applicable to such motor vehicle and collectible from the insurer of such motor vehicle. The company shall not be liable under this policy for a greater proportion of such-benefits than the applicable limit of liability stated in this policy bears to the sum of the applicable limits of liability for such coverage under this policy and such other policies.

SECTION II

It is further agreed that:

(a) any amount payable as damages for economic loss under the Protection Against Uninsured Motorist Coverage shall be reduced by the amount of any basic personal injury protection coverage paid or payable under this or any other automobile insurance policy because of bodily injury to an injured person, and

(b) any-Automobile Medical Payments Coverage afforded under the policy shall be excess insurance over any medical expense benefits paid or payable under this or any other automobile insurance policy because of bodily injury to an injuried necessor.

3-1-53

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MICHIGAN PERSONAL INJURY PROTECTION ENDORSEMENT (PERSONAL PROTECTION INSURANCE)

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Type policy number only, in this section above the heavy line, IF issued with policy and attachment stated in policy declarations.

Uniess otherwise stated, this endorsement forms a part of the policy to which countersing and attachment is stated in the policy declarations.

attached as of issue, provided such attachment is stated in the policy declarations. Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

MUNTERSIG ROY

COMPANY

Royal Globe Insurance Company

3190105 3190105

Incl.

ENDORSEMENT (MO. DAY. YR.)

AFFECTIVE 5-1-77

POLICY SYMBOL & HUMBER PTG 350013

Named Insured land address, zip code when necessary for mailing)

Dillingham Corporation

Johnson & Higgins 601 California Street San Francisco, CA 94108

Producer (and address, and code, for mailing)

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION I

PERSONAL INJURY PROTECTION COVERAGE

The Company will pay, in accordance with Chapter 31 of the Michigan Insurance Code, to or on behalf of each eligible injured person or his derandent survivors, personal protection benefits consisting of

allowable expenses.

- (b) work less, and
- (c) survivors' loss

as a result of bodily injury caused by accident and arising out of the ownership operation, maintenance or use, including loading or unloading, of a motor vehicle as a motor vehicle.

EXCLUSIONS

This insurance does not sonly

- (a) to any benefits any person would otherwise be entitled to receive hereunder for bodily injury intentionally caused by him to himself or to another;
- (b) to bodily injury sustained by any person while using a motor vahicle which he had taken unlawfully, unless he reasonably believed that he was antitled to take and use such motor vehicle;
- (c) to bodily injury sustained by any person, other than the named insured or any relative, while not compying any motor vehicle, if the accident occurs outside the State of Michigan;
- (d) to bodily injury sustained by the named insured white occupying, or through being struck by while not occupying, any motor vehicle owned or registered by the named insured and which is not an insured motor vehicle;
- (e) to bodily injury sustained by any relative while occupying, or through being struck by while not occupying, any motor vehicle if such relative is the owner of registrant of such motor vehicle and has failed to maintain security with respect thereto as required by Chapter 31 of the Michigan insurance Code;
- to bodily injury sustained by an owner or registrant of a motor vehicle involved in the accident with respect to which the security required by Chapter 31 of the Michigan Insurance Code is not in effect;
- (g) to bodily injury sustained by any relative, if such relative is entitled to personal protection benefits as a named insured under the terms of any other policy with respect to such coverage;
- (h) to bodily injury sustained by any person, other than the named insured or any relative, if such person is entitled to personal protection banefits as a neimed insurestor relative under the terms of any other policy with respect to such coverage;
- (i) to bodily injury sustained by any person, other than the named insured or any relative, while occupying, or through being struck by while not occupying, any motor vehicle, other than an insured motor vehicle, which is being operated by the named insured or relative if the owner or registrant of such motor vehicle has provided security with respect thereto as required by Chapter 31 of the Michigan Insurance Code.
- to bodily injury sustained by any person arising out of the ownership, operation, maintenance or use, including loading and unloading, of a parked motor vehicle unless
 - the motor vehicle was parked in such a way as to cause unreasonable risk of the bodily injury which occurred, or
 - 2. such bodily injury was a direct result of physical contact with
 - equipment parmanently mounted on such motor vehicle while such equipment was being operated or used, or
 - property being lifted onto or lowered from such motor vehicle in the loading or unloading process, or

- such bodily injury was sustained by a person while occupying such motor vehicle;
- (k) to bodily injury sustained by any person while occupying a motor vehicle located for use as a residence or premises;
- (f) to bodify injury sustained by any person while occupying a public or livery conveyence for which security is maintained as required by Chapter 31 of the Michigan Insurance Code, unless such conveyance is an insured motor vehicle;
- (m) to bodily injury sustained by the named insurad or any relative white occupying a motor vehicle owned or registered by the employer of the named insured or such relative for which security is maintained as required by Chapter 31 of the Michigan insurance Code:
- (n) with respect to work lose and survivors' lose, to bodily injury sustained by any person, other than the named insured or any relative white occupying any motor vahiele, other than the insured motor vahiele which is being operated by the named insured or any relative outside the State of Michigan if neither the owner nor the registrant of such motor vehicle is required to provide security with respect thereto under Chapter 31 of the Michigan Insurance Code:

DEFINITIONS

When used in reference to this insurance:

"allowable expenses" means reasonable charges incurred for reasonably necessary products, services, and accommodations, for an eligible injured person's care, recovery or rehabilitation, including, but not limited to, expenses for medical, hospital, nursing, x-ray, dental, surgical, ambulance, funeral and burial services and prosthetic devices:

"bodily injury" means accidental bodily injury, sickness or disease, including death resulting therefrom:

"dependent survivors" means

- (a) the surviving spouse of the decrased eligible injured person if residing in the same household at the time of death, or if dependent upon such decrased at the time of death, provided that the dependency of such spouse shall terminate upon remarriage or doath;
- (b) any person who was dependent upon the decressed eligible injured person at the time of such eligible injured person's death, but only while such other person is
 - 1, under the age of 18 years, or
 - 2. physically or mentally incapacitated from sarning, or
 - engaged full-time in a fermal program of academic or vecational education or training;

"eligible injured person" means

- (a) the named insured or any relative who sustains bodily injury in an accident involving a motor vehicle;
- (b) any other person who sustains bodily injury
 - 1. white occupying the insured motor vehicle, or
 - while not occupying any motor vehicle as a result of an accident involving the insured motor vehicle, or
 - 3. As the result of an accident involving any other motor vehicle
 - (i) which is being operated by the named insured or a relative, and
 - (ii) to which the bodily injury liability insurance of the policy applies:

"Income" means salary, wages, tips, commissions, fees, and other earnings derived from work or employment;

"inzured motor vehicle" means a motor vehicle with respect to which

- (b) the named insured is required to maintain security under Chapter 31 of Michigan Insurance Code;

"m vehicle" means a vehicle, including a trailer, operated or day 3 for operation upon a public highway by power other than muscular power which has more than two wheels:

"named insured" means the person or organization named in the Declarations:

"occupying" means in or upon or entering, into or alighting from;

"relative" means a person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured;

"survivors' loss" means loss sustained during the first 3 years after the date of the accident by dependent survivors because of the death of an eligible injured person and consisting of

- (a) contributions of tangible things of aconomic value, not including services, that such dependent survivors would have received for support during their dependency from the decassed had he not sustained the bodily Injury causing death, and
- (b) expenses reasonably incurred by such dependent survivors during their dependency in obtaining ordinary and necessary services in liew of those that the decessed person would have performed for their benefit had he not sustained the bodily injury causing death;

"work lose" means loss sustained during the first 3 years after the date of the accident consisting of

- (a) loss of income the eligible injured person would have earned had he not suzzained bodily injury, and
- (b) reasonable expenses incurred in obtaining ordinary and necessary services from others in fleu of those services that, had he not sustained bodify injury, the eligible injured person would have performed not for income but for benefit of himself or his dependent.

but work loss does not include any loss after the data on which the ${\rm elip}^{n-1}$ injured person dies.

POLLY PERIOD: TERRITORY

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this insurance applies, the Company's liability for personal protection benefits to or on behalf of any one person who sustains bodily injury in any one motor vehicle socident is limited as follows:

- allowable expenses shall not include charges for a hospital room in excess of a resonable and customery charge for semi-private accommodations except when the eligible injured person requires special or intensive care;
- the maximum amount payable for funeral and burial expenses shall not exceed \$1,000;
- 3. the maximum amount payable for all work loss sustained in any single 30 day period, and any income earned from work performed by the eligible injured person within the same 30 day period, together shall not exceed \$1000 or whetever other amount is established under §3107 (b) of Chapter 31 of the Michigan Insurance Code and such amount shall apply prorate to any lesser periods of work loss, provided that
 - (a) the maximum amount payable for loss of income because of work loss shall not exceed 85% of such loss of income, unless the eligible injured person presents to the Company reasonable proof of a lower tax advantage, in which case a greater percentage value shall apply:
 - (b) the maximum amount payable for work loss, other than loss of income incurred by the eligible injured person shall not exceed \$20 per day.
- 4. the maximum amount payable for survivors' loss, because of the death of an eligible injured person, sustained in any single 30 day period shall not succed \$1,000, provided that the maximum amount payable for survivors' loss because of reasonable expenses incurred by such eligible injured person's dependent survivors shall not exceed \$20 per day;
- any amount payable by the Company under the terms of this insurance shall be reduced by the amount paid, payable or required to be provided under

- (a) the laws ... state or federal government:
- (b) any electron deductible set forth in the Declarations of this policy provided that such deductible shall apply only to the named insured and any relative.

CONDITIONS

- A. Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement, provided further that an action for recovery of personal protection benefits payable under this insurance may not be commenced latter than 1 year after the date of accident causing the injury unless written notice of injury as provided herein has been given to the Company within 1 year after the accident or unless the Company has proviously made a payment of personal protection benefits for the injury. If the notice has been given or payment has been made, the action may be commenced at any time within 1 year after the most recent allowable expense, work loss or survivors' loss has been incurred. However, the claimant may not recover benefits for any portion of the loss incurred more than 1 year before the date on which the action was commenced.
- 3. Medical Reports: Proof of Claim. As soon as practicable the eligible injured person or someone on his behalf shall give the Company written proof of claim, under cath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical or mantal exeminations by physicians selected by the Company when and as often as the Company may reasonably require.

If requested by the Company, such eligible injured person, someone on his behalf or his employer shall furnish a swoon statement of sermings by such eligible injured person since the date of the eccident and for a reasonable time prior to the accident.

C. Notice. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or enyof its authorized agents as soon as practicable.

If any eligible injured person, dependent survivor or the legal representative of either shell institute legal action to recover demages for injury against a person or organization who is or may be liable in rot therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, dependent survivor or legal representative.

- D. Reimbursement and Trust Agreement. Subject to any applicable limitations six forth in Chapter 31 of the Michigan Insurance Code, in the event of any payment of benefits to any person under this insurance, if such person is legally entitled to recover such benefits.
 - (a) the Company shall be entitled to the extant of such payment to the proceeds of any settlement or judgment that may result from the exercise of any right of recovery of such person against any person or organization legalty responsible for the bodify injury bacause of which such payment is made, and the Company shall have a lien to the extant of such payment, notice of which may be given to the person or organization causing such bodify injury, his agent, his insurer, or a court having jurisdiction in the matter;
 - (b) such person shell hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such bodily injury;
 - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
 - (d) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- E. Multiple Policies: Non-Duplication of Benefits. Regardless of the number of motor vahicles insured or insurers (including self-insurers) providing security in accordance with Chapter 31 of the Michigan insurance Code, or the provisions of any other law providing for direct benefits without regard to fault for motor or any other vehicle accidents, no person shall recover duplicate benefits for the same expenses or loss.

If any eligible injured person is entitled to recover benefits under more than one policy, the maximum recovery under all such policies shall not exceed the amount which would have been payable under the provisions of the policy providing the highest dollar limit of benefits payable.

SECTION II

In consideration of the insurance afforded under Section I of this endorsement and the adjustment of applicable rates:

any amount payable under the Protection Against Unsured Motorists. Coverage shall be reduced by the amount of any personal protection benefits peld or payable under this or any other automobile insurance policy because of bodily lidjury to an eligible injured person.

ROYAL 2487

NEVADA BASIC REPARATION BENEFIT ENDORSEMENT (PERSONAL INJURY ENDORSEMENT)

AUTOMOBIL EFF. FEB. 1, 197



Type policy number only, in this section above the heavy-line, IF issued with policy and attachment states Unless otherwise stated, this endorsement forms a part of the policy to which | countrest attached as of issue, provided such attachment is stated in the policy declarations Otherwise, this endorsement is issued for attachment to and forms a part of the policy numbered below, effective only on the date indicated on this endorsement but at the same time or hour of the day as the policy became effective.

in policy declaration Mulm

AUTHORIZED REPRESENTATIVE

Royal Globe Insurance Company

PRODUCER CODE

3190105

ENDORSEMENT SMO DAY YR.;

POLICY SYMEDL & NUMBER PTG 350013

Named Insured (and address, 2ip code when necessary for mailing)

Dillingham Corporation

Producer fand address, zip code, for mailing)

Johnson & Higgins 601 California Street San Framisco, CA 94108

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SECTION I

'SIC REPARATION BENEFITS COVERAGE (Personal Injury Protection Coverage)

the Company will pay, in accordance with the Nevada Motor Vehicle Insurance Act, basic reparation benefits for

- 1. medicat expenses,
- replacement services loss.
- foreral expenses and
- 5 survivors' less

incurred with respect to hadily injury sustained by an eligible injured person and caused by an accident arising out of the maintenance or use of a mater realists while it is used as a vehicle.

R. LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, claims made, or issured meter relicies to which this coverage applies, the Company's liability for all basic reparation benefits with respect to badily allows sustained by any one slightle injuried persons in any one moter vehicle accident shall not exceed \$10,000 in the aggregate. Subject to such aggregate

- maximum payment for medical expenses shall not exceed a reasonable and customery charge for semi-private accommodations, unless intensive care is medically required;
- maximum payment for work less shall not exceed \$175 per week. Subject
 to the above maximum amount if such payment or any portion thereof is
 excludable from gross income for income tax purposes, the maximum
 amount payable therefor shall not exceed 65% of such excludable amount;
- maximum payment for replacement services less shall not exceed \$18 per day for a period not to extend beyond 104 consecutive weeks from the date of the accident, and such payment is conditioned upon the nonpay-ment of werk less benefits;
- 4. maximum payment for funeral expenses shall not exceed \$1,000:

maximum payment for survivers' lass shall be \$5,000 or the amount the deligible injured persen would have received from work less benefits for a period of 1 year from the date of the accident if such eligible injured person had survived, less expenses the survivors avoided by reason of the sligible injured person's death, whichever is greater.

- any amount payable by the Company under the farms of this coverage shall be reduced by
 - (a) the amount paid, payable or required to be provided on account of such beesly jajery under social security or any workmen's compensation law, and
 - (b) the amount of any applicable deductible set forth in this endorsement or the policy to which it is attached.

C. DEFINITIONS

When used in reference to this coverage:

- "bedily injury" means bodily injury, sickness or disease, including death resulting therefrom;
- "commercial motor vehicle" means a vehicle of a type required to be registered by the laws of Nevada and used or maintained for the transportation of persons for hire, compensation or profit, or designed, used or maintained primarily for transportation of property, and with respect to which the security required under the Nevada Motor Vehicle Insurance Act
- 3. "eligible injured person" means
- (a) the named insured or any relative who sustains bodily injury arising out of the maintenance of use of any mater vehicle;

- this any other person who sustains bedily injury
- 1. while accurying the issured mater vehicle.
- while not occupying or operating any meter vehicle as a result of an accident arrang out of the maintenance or use of the insured mater vehicle, or
- moter variety, or use a socident arising out of the maintenance or use of any motor vehicle, other than the insured moter vehicle, while being operated by the named lesured or any relative and to which the bodily injury liability insurance of the policy applies, but not including any person while accupying any noter vehicle other than the motor vehicle being operated by such named insured or relative.
- "fuseral expenses" means actual charges for expenses in any way related to funerals, cremation or burial;
 "insured meter vehicle" means, a meter vehicle with respect to
- (a) the hadily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the named insured is required or has elected to maintain security under the Nevada Motor Vehicle Insurance Act;
- security under the newsoa Motor venice instractor Act;
 "medical expenses" means all responsible charges incurred for
 necessary medical services, x-ray, dental and rehabilitative servtices including but not limited to prosthetic devices. Recessary
 ambulance, hospital and oursing services. Such expenses shall also
 include necessary remedial treatment and services recognized and
 permitted under the laws of the state of Mavada for an eligible
 injured gerzoa who relies upon spiritual means, through prayer
 alone, for healing in accordance with his religious beliefs;
 "mater white!" means a motor white as defined in NRS 482.075
- 'motor vehicle" means a motor vehicle as defined in NRS 482.075 which is designed and registered to be operated upon a highway, but shall not include:
 - (a) motorcycles as defined in NRS 482.070,
 - (b) vehicles which are subject to the license fee and registration requirements of the interstate Highway User Apportionment Act, and which are not based in the State of Nevada;
- "named insured" means the person or organization named in the declarations.
- "occupying" means in or upon, entering into or alighting from:
- 9. Secupying neems a spouse or any other person related to the samed (escred by blood, marriage or adoption discluding a ward, foster child, or minor in the custody of the samed insured or such related person) who is a resident of the same household as the maned insured, or who usually makes his home in the same household but temporarily lives elsewhere;
- "replacement services less" means expenses reasonably incurred during the eligible injured person's lifetime in obtaining ordinary and necessary services in lieu of those the eligible injured person would have performed, not for income but for the benefit of himself or his family if he had not been injured:
- "surviver" means a person identified in NRS 12.090 as one entitled to receive benefits by reason of the death of another person;
- 13. "survivors' loss" means loss of contributions of things of economic value which the survivers would have received from the allgible injured person if he had not suffered the fatal lojury;
- injured person is no not not suspect the later injury; "work lass" means loss of income from work the eligible injured person would have performed during his lifetime had he not been injured and expenses reasonably incurred by him in obtaining services in lieu of those he would have performed for income, reduced by any income for substitute work actually performed by him or by income he would have earned in available appropriate substitute work he was capable of performing but unreasonably failed to undertake.

CL B0775A [-033

D. EXCLUSIONS

- In order to assure that payment will be made under this policy only
 according to the priorities established in the Nevada Motor Vehicle
 losurance Act, this coverage does not apply to bodily injury sustained by
 (a) any person, other than the named insured or any relative, if such
 person is entitled to basic reparation benefits as a named insured or
 - relative under the terms of any other policy;
 (b) any relative, if such relative is entitled to basic reparation benefits as a named insured under the terms of any other policy:
 - to any person, other than the named insured or any relative, arising out of the operation of a meter vehicle, other than the insured matter vehicle, by the named insured or relative if the owner of such meter whicle has provided security with respect thereto under the Nevada Motor Vehicle insurance Act:
 - (d) any person while scoupying a meter vehicle, other than the insured mater vehicle, being used in the business of transporting persons or property and for which security is maintained under the Nevada Motor Vehicle Insurance Act;
 - (a) the names insured or any relative while eccupying a meter vehicle, other than the insured meter vehicle, invaished by the employer of the sames insured or such relative and for which security is maintained under the Nevada Motor Vehicle losurance Act.
- to order that proper insurance coverage will be provided with respect to every meter vehicle owned by the named insured or any relative, this coverage does not apply to hedling injury sustained by:
 - (4) the named lasered or any relative arising out of the maintenance or use of any matter vehicle owned by the named insured and with respect to which security under the Revada Motor Vehicle Insurance Act is act in effect:
 - D) a relative arising out of the maintenance or use of any meter vehicle owned by the relative and with respect to which security under-the Revada Motor Vehicle Insurance Act is not in effect;
- In accordance with the limitations provided in NRS 698.050, 698.240 and 698.240, this coverage does not apply to bedliy lajery sustained by
 - (a) any person if such injury arises from conduct within the course of a business of repairing, servicing or otherwise maintaining vehicles unless such conduct occurs of the business premises;
 - (b) any person if such injury arises from conduct in the course of loading or unloading any meter-weblate unless the conduct occurs while such person is occupying such meter weblate;
 - any person, other than the named income or any relative, while not econopies at insured meter vehicle, if the accident occurs outside the State of Nevada:
 - to a non-resident of Nevada in an accident which occurs outside the State of Nevada white occupying a commercial motor vehicles
 - (e) any person if such person
 - (II) converts a mater vehicle; 👵
 - (2) is injured while perpetrating or attemping to perpetrate a felony;
 - (3) intentionally causes or attempts to cause injury to kimself or another persons
- (4) is injured while an operator of or a passanger on a motorcycle; 4. Further, this coverage does not apply to teelily injury sustained by any 001300
- (a) azising out of the performance or use of a meter vehicle while located for use as a residence or premises;
- resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;
- (c) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the

E CONTRIBONS

1. Notice.

(a) In the event of an accident, written notice containing particulars sufficient to identify the eligible legional person, and also reasonably obtainable information respecting the time, clace and circumstances of the accident shall be given by or on behalf of each eligible laguest

- person to the Company or any of its authorized agents as soon as wasticable
- paracticacie.

 (b) If any eligible injured person, his legal representative or his survivers shall institute legal action to recover damages for badily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons or complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, his legal representative, or his survivers.
- representative, or his survivers.

 2. Proof of Claim. As soon as practicable the eligible injured persea or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. Subject to any applicable provisions of the fewace Mother White Insurance Act, the eligible Tajered sprace shall submit to physical and mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.

 Second Second of Claims Seconds under this converses shall be made.
- 3. Frozet Payment of Claims. Payments under this coverage shall be made on a fi-weekly basis as expenses are incurred, eiter valid proof of loss has been submitted to the Company, if such written proof is not furnished to the Company as to the entire claim, any partial amount shall be paid within 30 days after such written proof is furnished to the Company. Any part or all of the remainder of the claim that is subsequently supported by written proof shall be paid within 30 days after such written proof is a furnished to the Company.
- Reimbursement and Trust Agreement, Subject to the provisions of NRS 698-299, in the event of any payment to any person under this coverage:
 - 693.290, in the event of any payment to any person under this coverage:

 (a) The Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legisty responsible for the health single persons of which such payment is made; and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such health lajery, also agent, his insurer or a court having jurisdiction in the matter;

 (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he has against such other person or organization because of such health slighty.
- to) such person shall do whatever is proper to secure such rights and shall do nothing after loss to prejudice such rights;
- (d) such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- Subrogation. Subject to any applicable provisions of the Revada Motor Vehicle Insurance Act, in the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- notining after loss to projudice such rights.

 6. Non-duplication of Benefits; Other Insurance. No eligible legeral persensistal recover duplicate benefits for the same elements of lors under this or any similar automobile insurance including self-insurance, in the event the eligible injured person has other similar automobile insurance including self-insurance available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of ilability are such other insurance.
- Action Against Company, No action shall lie against the Company unless, as a condition precedent thereto, there has been full compliance with all the terms of this coverage.
- Policy Period: Territory. This coverage applies only to socidents which occur on or after February 1, 1974 during the policy period and within the United States of America, its territories of possessions, Maxico or

SECTION II

In consideration of the coverage afforded under Section I and the adjustment of

- (1) any amount payable under the Protection Against Uninsured Motorists Goverage shall be reduced by the amount of any basic reparation benefits paid or payable under this or any other automobile insurance policy because of hedly injury sustained by an eligible injured persen;
- 23 Any Automobile Medical Payments Coverage afforded under this policy shall be excess insurance over any basic reparation benefits paid or payable under this or any other automobile insurance policy because of hadily injury sustained by an eligible injured person.

SECTION III

The premium for the policy is based on rates which have been established in raliance upon the limitations on the right to recover for damages imposed by the provisions of the Nevada Motor Vehicle Insurance Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to

render, the provisions of such act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company.

CL EOTTEA E-033

NATIONAL ACCOUNT

SPECIAL COMMISSIO The Ætna Casualty and Surety Company

Hartford, Connecticut 06156

COMPREHENSIVE GENERAL POLICY NUMBER LIABILITY POLICY

1. NAMED

DILLINGHAM CORPORATION 1990 N. CALIFORNIA BLVD. STE. 916 WALNUT CREEK, CA 94956

 	-	_	_	_

05 GL 9 3CA

2. POLICY PERIOD From 5-1-79 Standard Time at 1

ដមនា

<u>her</u>ein. AUDIT PERIOD

Annual, and Street or RFD, City, County unless otherwise stated:

THE NAMED INSURED IS ☐ Joint Venture ☐ Other:

Individual

Corporation

BUSINESS OF NAMED INSURED

1 Year Policy Total

3 Year Prepaid Total

Installments:

Advance Premium

Deposit Premium

Advance Premium

1st Anniversary 2nd Anniversary

"TBD" means To Be Determin

3 Year Policy Installments Total Advance Premium

3. The insurance afforded is only with respect to such of the following Parts and Coverages as are indicated by specific premium charge or charges. The limit of the Company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COMPREHENSIVE GENERAL LIABILITY INSURANCE (Except Automobile)

PART	COVERAGES	LIMITS OF LI	IABILITY	ADVANCE
1 4001	COVERAGES	Each Occurrence	Aggregate	PREMIUM
CGL	Bodily Injury Liability	SEE ENDT000 S	SEE ENDT. ,000	\$ 714,564
·	Property Damage Liability	SEE ENDT000 s	SEE ENDT. ,000 5	s 714,564

ENDORSEMENTS MADE PART OF THE POLICY (designated by X or Endorsement number)

K Contractual Liability

SEE ENDORSEMENT INDEX

MP Premises Medical Payments

PI Personal Injury Liability

- Broad Form Comprehensive General Liability Insurance
- 4. The declarations are completed on the attached General Liability Schedule.

This policy has been individually assembled for your convenience. All the provisions contained herein form the complete contract. Read it carefully. THE PROVISIONS ARE ARRANGED IN THE FOLLOWING ORDER:

- 1. Declarations indicating coverages afforded and any necessary Schedules of Hazards.
- 2. Insurance Coverage Parts describing coverages and limitations thereon.
- Endorsements affording coverage or modifying coverage afforded as required by law, by the company's manual or by your specifications.
- .4. General Provisions for Liability Policies:
 - a. Definitions of terms in general use throughout the policy (defined terms appear in bold print.)
 - b. Supplementary Payments provided in connection with Liability Coverage.
 - c. Nuclear Exclusion generally applicable to all Liability Coverages.
 - d. Conditions applicable to the Coverage Parts.

Endorsements issued to form a part of the policy during its term should be placed in the policy.

INTERIM ADJUSTMENT

N. J. Tliuwow.

Countersimed by

TIC 000001

FIELD OFFICE COPY

(CC-5370-1) ED. 8-77 Confidential Business Information

The is a term copy of the color of the color of the color of the color of the professional and the public plants of the public plants o

The Standard Fire Insurance Company
The Automobile Insurance Company of Hartford, Connecticut Farmington Casualty Company
Aetna Casualty & Surety Company of America
Aetna Commercial Insurance Company
Aetna Casualty Company of Connecticut
Hartford, Connecticut 06156
Aetna Casualty & Surety Company of Illinois
Downers Grove, Illinois 60515





Insurance planned for your protection by

TIC 000003

Signed for the Company as insurer for any section of this insurance by:

The Aetna Casualty and Surety Company

The Standard Fire Insurance Company

The Automobile Insurance Company of Hartford, Connecticut
Hartford, Connecticut 06156

Jucille	M. Hickeroon Vmd	Lampte
	Secretary	President
	Aetna Casualty & Surety Company of Illinois Downers Grove, Illinois 60515	
	Secretary	President
	Formington Converts Company	
	Farmington Casualty Company Hartford, Connecticut 06156	
	Secretary	President
		riosident
	Aetna Casualty & Surety Company of America	
	Hartford, Connecticut 06156	
	Secretary	President
	Aetna Commercial Insurance Company	
	Aetna Casualty Company of Connecticut	
	Hartford, Connecticut 06156	
	Secretary	President

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GENERAL PROVISIONS FOR LIABILITY POLICIES

DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"cottapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the cottapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract:

"completed operations hazard" includes bodily Injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily Injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof.
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or-
- (c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, or any hydraulic or mechanical hoist used for raising or lowering automobiles for lubricating and servicing or for dumping material from trucks; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"Incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"Insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; scrapers, pumps and generators, including spraying, weiding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named Insured" means the person or organization named in Item 1, of the declarations of this policy;

"named Insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named Insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold:

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the Insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodity injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation; or
- (3) anywhere in the world with respect to damages because of bodlly injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others:

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability;

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgement which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this
- policy, and the cost of bail bonds required of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

- I. This policy does not apply:
- Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an Insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (3) the bodity injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such

nuclear facility and any property thereat.

II. As used herein:

"hazardous properties" include radioactive, toxic or explosive properties,

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof,

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor:

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof,

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations,

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

CONDITIONS

1. Premium

All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit

The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance

3. Financial Responsibility Laws

When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reim-

CONDITIONS (Continued)

but se the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the Insurance has other insurance which is stated to be applicable to the loss on excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so

paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation

In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

9. Assignment

Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy

If this policy is issued for a period of three years, any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation

This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations

By acceptance of this policy, the named Insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.



COMPREHENSIVE GENERAL LIABILITY INSURANCE

I. BODILY INJURY LIABILITY COVERAGE PROPERTY DAMAGE LIABILITY COVERAGE

The company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of

bodily injury or property damage

to which this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - any sutomobile or aircraft owned or operated by or rented or loaned to any Insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;

- (c) to bodily injury or property damage arising out of
 - (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or
 - (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured:
- to bodity injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any Insured;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;

(f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to
 - liability assumed by the insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision:
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable
 - as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person.

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

- to any obligation for which the insured or any parrier as his insurer may be held-liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured, or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to
 - property owned or occupied by or rented to the insured,
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to properly damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

- (I) to property damage to premises alienated by the named insured arising out of such premises or any part thereof.
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
 - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or ourability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured:

- (n) to pinperty damage to the named insured's products arising out of such products or any part of such products;
- (o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (q) to property damage included within:
 - (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "X",
 - (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "C".
 - (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "U"

II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such:
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer. director or stockholder thereof while acting within the scope of his duties as such:
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomo-tion upon a public highway, of mobile equipment regis-tered under any motor vehicle registration law.
 - (i) an employee of the named insured while operating any such equipment in the course of his employment,
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint vehicle is not designated in this policy. which is not designated in this policy as a named insured.

III. LIMITS OF LIABILITY

Regardless of the number of

- (1) insureds under this policy.
- (2) persons or organizations who sustain bodily injury or property damage, or
- (3) claims made or suits brought on account of bodily injury or property damage,

the company's liability is limited as follows:

Bodily Injury The total liability of the company for all damages, including damages for care and loss of services, because of bodily Liability Coverage

injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence

Subject to the above provisions respecting "each occurrence". the total liability of the company for all damages because of

- (1) all bodily injury included within the completed operations hazard and
- (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate"

Property Damage Liability Coverage The total liability of the company for all damages because of all property damage sustained by one or more per-

sons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence"

Subject to the above provision respecting "each occurrence" the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declara-ations as "aggregate".

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below.
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Bodlly Injury
Property Damage
Liability Coverage
Exposure to substantially the same general conditions shall

be considered as arising out of one occurrence.

IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

DILLINGHAM CORPORATION

ENDORSEMENT INDEX

ENDT. NO.	FORM NO.	DESCRIPTION
1	SPECIAL NO. 1	BROAD FORM NAMED INSURED
2	SPECIAL NO. 2	LIMITATION OF COVERAGE
3	SPECIAL NO. 3	BLKT. CONT., PRODUCTS, CO. OPS. EXCLUSION
4	cc - 324	SINGLE LIMIT
5	SPECIAL NO. 5	COMPOSITE RATE
6	GL 04 04	BROAD FORM COMPREHENSIVE GENERAL LIABILITY
7	GL 00 49 ~	AMENDATORY ENDT ADDITIONAL DEFINITION
8	GL 20 11	ADDITIONAL INSURED
9	GL 20 11	ADDITIONAL INSURED
10	SPECIAL NO. 10	BALL - HEALY - HORN - JOINT VENTURE
11	SPECIAL NO. 11	CALIFORNIA LIQUID GAS CORP J.V.
12	SPECIAL NO. 12	NOTICE OF CANCELLATION
13	SPECIAL NO. 13	CONTRACTING OPERATIONS
14	SPECIAL NO. 14	CORPORATE EXECUTIVES
15	SPECIAL NO. 15	CROSS LIABILITY
16	SPECIAL NO. 16	DISCRIMINATION COVERAGE
17	91179	EMPLOYEE BENEFITS LIABILITY
18	SPECIAL NO. 18	PERSONAL INJURY
19	SPECIAL NO. 19	INCIDENTAL CONTRACT
20	SPECIAL NO. 20	INTALCO ALUMINUM CORP.
21	SPECIAL NO. 21	PROPERTY DAMAGE
22	SPECIAL NO. 22	BFCGL - AMENDMENTS
23	SPECIAL NO. 23	WAIVER OF SUBROGATION
24	SPECIAL NO. 24	POLICY CONDITIONS - AMENDED
25	SPECIAL NO. 25	CGL - EXCLUSIONS
26	GL 21 05	SUPPLEMENTARY EXCLUSION
27	SPECIAL NO. 27	WATERCRAFT
28	SPECIAL NO. 28	PERSONAL INJURY
29	•	JOINT VENTURES
30	SPECIAL NO. 30	AMENDATORY NON RENEWAL AND MATERIAL CHANGE
31	SPECIAL NO. 31	ADDITIONAL INSURED

TIC 000010



GENERAL LIABI Y SCHEDULE

(Offi nd

nde-Symbol-Serial No.-Suffix) , .

Folicy No. 05 GL 9 SUA

Page No.

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

		F) indicates no k			1		,	<u>-</u>		
fically pro	; classificat ivided elsew	ions stated herein, here in this policy ions of this policy.	except as speci- , do not modify		İ	PREMIUM BASESt	RAT	ES	ADVANCE	PREMIUM
any of the	other provis	ions of this policy.	· · · · · · · · · · · · · · · · · · ·	ļ	<u> </u>	DAJEJI	B1	PD	ВІ	PD
A. PREM	ISES-OPER	RATIONS		1	1.		Per 100 s			
B. ESCAI				1	2.	Frontage	Per linear	ft.		
		ONTRACTORS			3.	Payroll	Per \$100			
	OR SUBLE			CODE	4.	Flat charge			' * M	• •
	LETED OP			NUMBERS	5.	Units	Per each		DESIG	NATES
		ERATIONS			-	Receipts	Per \$100		MINI	MUM
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F. CONT	RACTUAL				8.		Per \$100			
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COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM NAMED INSURED

IT IS AGREED THAT ITEM 1 OF THE DECLARATION, NAMED INSURED, IS AMENDED TO READ AS FOLLOWS:

DILLINGHAM CORPORATION, ITS SUBSIDIARIES, CONTROLLED AFFILIATES, SPONSORED JOINT VENTURES, AND ANY INTEREST OF DILLINGHAM CORPORATION, ONLY IN NON-SPONSORED JOINT VENTURES, AND ANY INTERESTS NOW OR HEREAFTER CONSTITUTED, OWNED OR CONTROLLED BY DILLINGHAM CORPORATION.

IT IS AGREED THAT THE NAMED INSURED DOES NOT INCLUDE THE FOLLOWING ENTITIES:

- THE CRANMORE MINES ALBERTA, CANADA
- DILLINGHAM CORPORATION CANADA LTD. VANCOUVER, E.C., CANADA
- DILLINGHAM MARITIME PACIFIC DIVISION HONOLULU, HAWAII DILLINGHAM MARITIME WESTERN DIVISION SEATTLE, WASHINGTON
- DILLINGHAM AUSTRALIA ATY., LIMITED
- DILLINGHAM CORPCRATION OF NEW ZEALAND, LTD. 6.
- PACIFIC MORSE SHIPPING LIMITED

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy:)

Endorsement effective	Policy No.	Endorse	ment No.	1
Named Insured				
Additional Premium \$	Return Premium 5	E	31	PI
		In Advance \$	5	
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TIC 000012

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM NAMED INSURED

IT IS AGREED THAT ITEM 1 OF THE DECLARATION, NAMED INSURED, IS AMENDED TO READ AS FOLLOWS:

DILLINGHAM CORPORATION, ITS SUBSIDIARIES, CONTROLLED AFFILIATES, SPONSORED JOINT VENTURES, AND ANY INTEREST OF DILLINGHAM CORPORATION, ONLY IN NON-SPONSORED JOINT VENTURES, AND ANY INTERESTS NOW OR HEREAFTER CONSTITUTED, OWNED OR CONTROLLED BY DILLINGHAM CORPORATION.

IT IS AGREED THAT THE NAMED INSURED DOES NOT INCLUDE THE FOLLOWING ENTITIES:

- 1. THE CRAMMORE MINES ALBERTA, CAMADA
- 2. DILLINGHAM CORPORATION CANADA LTD. VANCOUVER, B.C., CANADA
- 3. DILLINCHAM AUSTRALIA ATY., LIMITED
- 4. DILLINGHAM CORPORATION OF NEW ZEALAND, LTD.
- 5. PACIFIC MORSE SHIPPING LIMITED

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effe	ctive 5	-1-79	9		Policy No.	05	GL.	9	SCA	•	Endorsement No	. <i>15</i> 7	
Named Insured	DILLIN	GHAM	CORPO	RATION									
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SPECIAL NO. 1 \(\rightarrow\)

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______(Authorized Representative)

TIC 000013

Confidential Business Information

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

JOINT VENTURES, PARTNERSHIPS AND "WRAP-UP" PROJECTS

(LIMITATION OF COVERAGE)

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY FOR BODILY INJURY, PERSONAL LIVING, OR PROPERTY DAMAGE DOES NOT APPLY:

1. IF A POLICY LISTED IN THE SCHEDULE BELOW (OR ANY RENEWAL OR REPLACEMENT THEREOF) APPLIES TO SUCH BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE; OR

OPERATIONS INSURANCE CARRIER POLICY NUMBER ALL JOINT VENTURE VARIOUS VARIOUS CONSTRUCTION PROJECTS ALL "WRAP-UP" VARIOUS **VARIOUS** CONSTRUCTION PROJECTS

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement No. Endorsement effective Policy No. 2 Named Insured PD Additional Premium 5 Return Premium \$ In Advance 5 1st Anniv. \$ 2nd Anniv. 5 SPECIAL NO. 2

TIC 000014

The Ætna Casualty and Surety Company The Standard Fire Insurance Company

Hartford, Connecticut

(Authorized Representative)

AGE BRO	KEF	· >	GNING	ODE	e/\$	OFFICE	NAME	C/. J∂	DOÉ.	C/S C		PAYM	ENT	TAX DIST	TRANSACT TYPE				POLICY EFF		DATE TYPED AND INITIALS
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COMPREHENSIVE GENERAL LIABILITY INSURANCE

BLANKET CONTRACTUAL LIABILITY

PRODUCTS LIABILITY/COMPLETED OPERATIONS LIABILITY

IT IS HEREBY AGREED THAT AS RESPECTS THE ABOVE INDICATED COVERAGES, THERE IS NO COVERAGE FOR BODILY INJURY AND/OR PROPERTY DAMAGE ARISING OUT OF ANY OPERATIONS PERFORMED BY, FOR, OR ON BEHALF OF:

- 1. DILLINGHAM MARINE AND MANUFACTURING COMPANY
- 2. FOSS LAUNCH AND TUG COMPANY
- PACIFIC TOWBOAT AND SALVAGE COMPANY

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of policy.

Policy No. Endorsement No. 3

Named Insured
Additional Premium \$ Return Premium \$ BI PD

In Advance \$ 5

SPECIAL NO. 3

TIC 000015

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Countersigned by	
	(Authorized Representative)
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This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

ALL LIABILITY INSURANCE, OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

SINGLE LIMIT

It is agreed that with respect to the insurance indicated below by X	Te :	is agreed	that w	ith respe	et to	the	insurance	indicated	below	bv	X	:
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- 1. The total limit of the company's liability for all damages as the result of any one occurrence is the amount stated below as applicable to "each occurrence." Insuring Agreement III, Limits of Liability is amended accordingly.
- Any aggregate limit of liability, the amount of which is specifically stated below or in the declarations

		Counters	igned by(Authoriz	ed Representativ	e)
The Standard	asualty and Surety Company I Fire Insurance Company Iford, Connecticut				
			1st Anniv. 2nd Anniv	_	
Additional P	remium \$	Return Premium \$	In Adv.	\$ \$	
Named Insur	ed	•			
Endorsement	effective	Policy No.		Endorsement No	o. 4
(The informa	tion below is required only	uhen this endorsement i	s issued subsequent to p	reparation of th	e policy.)
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COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPOSITE RATE

IT IS AGREED THAT THE PREMIUM FOR THIS INSURANCE SHALL BE DETERMINED BY APPLYING THE COMPOSITE RATE SHOWN IN THE POLICY TO EACH \$100 OF GROSS ANNUAL PAYROLL.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy:)

Endorsement effective	Policy No.	Endorsement No).	5	
Named Insured		•			
Additional Premium 5	Return Premium \$	Bi			PD
		In Advance \$	5		
		1st Anniv. \$	\$		
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SPECIAL NO. 5

TIC 000017

Countersigned by	
マカンがく お楽し	(Authorized Representative)



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No. 6

Named Insured

Countersigned by	
	(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

Schedule

Personal Injury and Advertising Injury Liabi	ility
Aggregate Limit shall be the per occurrence b	odily injury liability limit unless otherwise indicated herein:
Limit of Liability \$	Aggregate.

Limit of Liability—Premises Medical Payments Coverage: \$1,000 each person unless otherwise indicated herein:

\$______each person.

Limit of Liability—Fire Legal Liability Coverage: \$50,000 per occurrence unless otherwise indicated herein: \$ 1,000,000 per occurrence.

Premium Basis	Advance Premium
TMCL. % of the Total Comprehensive General Liability Bodily Injury and Property Damage Premium as Otherwise Determined.	\$ IMCL.
MINIMUM PREMIUM \$ INCL.	

1. CONTRACTUAL LIABILITY COVERAGE

- (A) The definition of incidental contract is extended to include any contract or agreement relating to the conduct of the named insured's business.
- (B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
 - (1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
 - (2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including
 - (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
 - (b) supervisory, inspection or engineering services;
 - (3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

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(a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

- (b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
- (4) to any obligation for which the insured may be held flable in an action on a contract by a third party beneficiary for boddy injury or property damage arising out of a project for a public authority, but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project.
- (5) to bodily injury or property damage arising out of operations, within 50 feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, but this exclusion does not apply to sidetrack agreements.
- (C) The following exclusions applicable to Coverages A (Boddy Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).
- (D) The following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

11. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

- (1) to liability assumed by the insured under any contract or agreement:
- (2) to personal injury or advertising injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
- (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance:
- (4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
- (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;
- (6) to advertising injury arising out of
 - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
 - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
 - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised:
- (7) with respect to advertising injury
 - (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
 - (b) to any injury arising out of any act committed by the insured with actual malice.

(C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

(1) false arrest, detention, imprisonment, or malicious prosecution:

- (2) wrongful entry or eviction or other invasion of the right of private occupancy;
- (3) a publication or utterance
 - (a) of a libel or slander or other defamatory or disparaging material, or
 - (b) in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

- (A) to bodily injury
 - (1) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

- (2) arising out of
 - (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
 - (b) the operation or use of any snowmobile or trailer designed for use therewith;
- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (a) any watercraft owned or operated by or rented or loaned to any insured, or.
 - (b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;
- (B) to bodily injury
 - (1) included within the completed operations hazard or the products hazard:
 - (2) arising out of operations performed for the named insured by independent contractors other than
 - (a) maintenance and repair of the insured premises, or
 - (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
 - (3) resulting from the selling, serving or giving of any alcoholic beverage
 - (a) in violation of any statute, ordinance or regulation,
 - (b) to a minor,
 - (c) to a person under the influence of alcohol, or
 - (d) which causes or contributes to the intoxication of any person.
 - if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving al-

coholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the named insured is such an owner or lessor:

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to bodily injury

- (1) to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis:
- (6) if the named insured is a club, to any member of the named insured:
- (7) if the named insured is a hotel, motel, or tourist court, to any guest of the named insured;
- (D) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports: Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physicial examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

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IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE - REAL PROPERTY

With respect to property damage to structures or portions thereof rented to or leased to the named insured, including fixtures permanently attached thereto, if such property damage arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

- (B) The limit of property damage liability as respects this Fire Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the schedule of this endorsement.
- (C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for property damage liability applies, subject to the following additional provisions:

- (A) Exclusions (k) and (o) are replaced by the following:
 - (1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or salekeeping;
 - (2) except with respect to liability under a written sidetrack agreement or the use of elevators
 - (a) to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
 - (b) to tools or equipment while being used by the insured in performing his operations,
 - (c) to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
 - (d) to that particular part of any property, not on premises owned by or rented to the insured,
 - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
 - (ii) out of which any property damage arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
 - (3) with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- (B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

TIC 000020

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of policy territory is amended to include the following:

(4) Anywhere in the world with respect to bodily injury, property damage, personal injury or advertising injury arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

- (a) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (b) to Premises Medical Payments Coverage.

X. ADDITIONAL PERSONS INSURED

As respects bodily injury, property damage and personal injury and advertising injury coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee—Any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
 - (1) to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment:
 - (2) to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
 - (3) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

XL EXTENDED BODILY INJURY COVERAGE

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

INCIDENTAL CONTRACT

IT IS AGREED THAT THE DEFINITION OF "INCIDENTAL CONTRACT" FORMING A PART OF THE POLICY PROVISIONS IS AMENDED TO INCLUDE ORAL AND WRITTEN CONTRACTS.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy:)

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

INTALCO ALUMINUM CORP.

"IT IS HEREBY UNDERSTOOD AND AGREED THAT INTALCO ALUMINUM CORPORATION IS IN-CLUDED AS AN ADDITIONAL ASSURED UNDER THIS POLICY BUT ONLY WITH RESPECT TO WORK AND/OR OPERATIONS ARISING OUT OF ANY AGREEMENTS BETWEEN INTALCO ALUMINUM CORPORATION AND CALIFORNIA LIQUED GAS CORPORATION, A SUBSIDIARY OF DILLINGHAM CORPORATION.

IT IS FURTHER UNDERSTOOD AND AGREED THAT INTALCO ALUMINUM CORPORATION MAY HAVE OR MAY PROCURE, FOR ITS OWN ACCOUNT, NON-CONTRIBUTING INSURANCE WITHOUT NOTICE TO THIS COMPANY AND WITHOUT PREJUDICE TO THIS INSURANCE, AND ANY SUCH INSURANCE PROCURED BY INTALCO ALUMINUM CORPORATION WILL NOT BE CALLED INTO CONTRIBUTION WITH THE INSURANCE AFFORDED BY THIS POLICY. THIS POLICY IS CONSIDERED PRIMARY INSURANCE AS TO INTALCO ALUMINUM CORPORATION IN CONNECTION WITH WORK AND/OR OPERATIONS ARISING OUT OF OR IN CONNECTION WITH THE ABOVEMENTIONED AGREEMENTS."

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of policy.

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

PROPERTY DAMAGE

THIS POLICY COVERS ALL LOSS WHICH THE INSURED MAY SUSTAIN OR INCUR BY REASON OF OR IN CONSEQUENCE OF:

- (A) ANY AND ALL LIABILITY IMPOSED BY LAW AGAINST THE INSURED FOR LOSS OF OR DAMAGE TO OR DESTRUCTION OF PROPERTY OF OTHERS (INCLUDING BUT NOT LIMITED TO, DAMAGE RESULTING FROM LOSS OF USE OF PROPERTY DAMAGE OR DESTROYED AND ALL OTHER INDIRECT AND CONSEQUENTIAL DAMAGE FOR WHICH LEGAL LIABILITY EXISTS IN CONNECTION WITH SUCH DAMAGE TO OR DESTRUCTION OF PROPERTY OF OTHERS) SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED FROM ANY CAUSE WHATSOEVER OUT OF THE OPERATIONS, ACTIVITIES, WORK AND/OR BUSINESS OF THE INSURED.
- (B) LIABILITY FOR DAMAGE TO PROPERTY OF OTHERS ASSUMED BY THE INSURED IN WRITING UNDER CONTRACTS, LEASES OR AGREEMENTS USUAL AND INCIDENTAL TO THE OPERATIONS, ACTIVITIES, WORK AND/OR BUSINESS OF THE INSURED, BUT THIS POLICY SHALL NOT BE HELD TO COVER ANY LIABILITY ASSUMED BY THE INSURED IN ANY CONTRACT FOR DAMAGE TO OR DESTRUCTION OF PROPERTY IN THE CARE, CUSTODY OR CONTROL OF THE INSURED, OR RENTED, LEASED OR USED BY THE INSURED, UNLESS SUCH LIABILITY WOULD HAVE BEEN COVERED HEREUNDER EVEN IN THE ABSENCE OF SUCH CONTRACT, LEASE OR AGREEMENT.

IT IS FURTHER AGREED THAT THE DEFINITION OF "PROPERTY DAMAGE" FORMING A PART OF THE POLICY PROVISIONS IS AMENDED TO INCLUDE TANGIBLE AND INTANGIBLE PROPERTY DAMAGE.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

Endorsement effective Policy No. Endorsement No. 21

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Countersigned by	
	(Authorized Representative)

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

IT IS AGREED ENDT. GL 04 04 (BFCGL) IS AMENDED AS FOLLOWS:

- 1. CONTRACTUAL LIABILITY COVERAGE (B) (3) (4) (5) ARE DELETED.
- 1. " " ARBITRATION: RISK MANAGER TO HAVE THE RIGHT OF REMUSAL ON THE ARBITRATOR CHOSEN BY THE INSURED
- IV. HOST LIQUOR LAW LIABILITY COVERAGE DELETE
- VI. BROAD FORM PROPERTY DAMAGE (A) IS DELETED AND REPLACED AS FOLLOWS:
 - (A) EXCLUSIONS (K) AND (O) ARE REPLACED BY THE FOLLOWING:
 - (1) TO PROPERTY CWNED BY THE INSURED:
 - (2) TO PROPERTY CARRIED ON OR UPON ANY AUTOMOBILE OR OTHER VEHICLE IN CHARGE OF THE INSURED:
 - (3) TO PROPERTY IN THE CARE, CUSTODY OR CONTROL OF THE INSURED FOR SALE;
 - (4) TO THAT PARTICULAR PART OF ANY PROPERTY UPON WHICH THE INSURED IS OR HAS BEEN WORKING CAUSED BY THE PAULTY MANNER IN WHICH THE WORK HAS BEEN PERFORMED.
- IX. LIMITED WORLDWIDE LIABILITY COVERAGE WORD "PERMANENTLY" IS DELETED FROM THIRD LINE.
- KII. AUTOMATIC COVERAGE NEWLY ACQUIRED ORGANIZATIONS DELETE THE INSURANCE AFFORDED HEREBY SHALL TERMINATE 90 DAYS FROM THE DATE ANY SUCH ORGANIZATION IS ACQUIRED OR FORMED BY THE NAMED INSURED.

ENDT. NO. 22

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

WAIVER OF SUBROGATION

IN THE EVENT OF ANY PAYMENT UNDER THIS POLICY, THE COMPANY SHALL BE SUBROGATED TO ALL OF THE INSURED'S RIGHTS OR RECOVERY THEREFORE AGAINST ANY PERSON OR ORGANIZATION AND THE INSURED SHALL EXECUTE AND DELIVER ALL NECESSARY INSTRUMENTS AND PAPERS, PROVIDED, NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONDITION, THE COMPANY AGREES TO WAIVE ALL RIGHTS AGAINST ANY PART INCLUDED AS AN INSURED HEREUNDER OR RELEASED BY AGREEMENT PRIOR TO LOSS, AND THIS INSURANCE SHALL NOT BE PREJUDICED IF THE INSURED BE UNALBE, BY REASON OF ANY SUCH AGREEMENT PRIOR TO LOSS TO SUBROGATE TO THE COMPANY THE RIGHTS OF RECOVERY AGAINST ANY PARTY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is usued subsequent to preparation of policy.)

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SPECIAL NO. 23

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by	
	Authorized Degreentatives

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Confidential Business Information

COMPREHENSIVE GENERAL LIABILITY INSURANCE

POLICY CONDITIONS ARE AMENDED AS FOLLOWS:

- 4. INSUREDS DUTIES IN THE EVENT OF OCC. CLAIM OR SUIT
 - (B) DELETE WORK "IMMEDIATELY"
- 6. OTHER INSURANCE IS DELETED AND AMENDED TO READ AS FOLLOWS:

IF THERE BE ANY OTHER INSURANCE COVERING AN OCCURRENCE OR OCCURRENCES AS DESCRIBED, THE INSURANCE UNDER THIS POLICY SHALL BE DEFMED EXCESS INSURANCE OVER AND ABOVE, BUT NOT CONTRIBUTING WITH, SUCH OTHER INSURANCE, BUT IF THE CARRIER OR CARRIERS OF SUCH OTHER INSURANCE SHALL DENY LIABILITY THEREFOR IN ITS ENTIRETY OR AS TO ANY PORTION OF THE INSURANCE GRANTED BY SUCH PRIMARY COVERAGE, THEN AND IN THAT EVENT THE COMPANY SHALL BE LIABLE UNDER THIS POLICY IN THE SAME MANNER AND TO THE SAME EXTENT AS THOUGH SUCH OTHER INSURANCE DID NOT EXIST, AND NAMED INSURED SHALL ASSIGN TO THE COMPANY ALL RIGHTS AGAINST THE CARRIER OR CARRIERS OF SUCH OTHER INSURANCE, AND EXECUTE ALL PAPERS NECESSARY TO SECURE TO THE COMPANY SUCH RIGHTS OR SHALL IN THEIR CWN NAME WHENEVER REQUESTED BY THE COMPANY AND AT THE COMPANY'S EXPENSE. INSTITUTE ANY DEMAND OR LEGAL PROCEEDING WHICH THE COMPANY DEEMS NECESSARY AGAINST THE CARRIER OR CARRIERS OF SUCH OTHER INSURANCE. FAILURE ON THE PART OF THE CARRIER OR CARRIERS OF SUCE OTHER INSURANCE TO PAY INDEMNITY, FURNISH APPEAL OR ATTACHMENT BONDS OR GUARANTEE PROPORTIONS THEREOF, OR TO UNQUALIFIEDLY DEFEND, OR FAILURE TO FURNISH ANY OTHER PROTECTION OR INDEMNITY CONTAINED IN SUCH PRIMARY POLICY SHALL, FOR THE PURPOSE OF THIS INSURANCE, BE CONSIDERED AS DENIAL OF LIABILITY.

SPECIAL NO. 24

ENDT. NO. 24

TIC 000027

COMPREHENSIVE GENERAL LIABILITY INSURANCE

EXCLUSIONS

1. EXCLUSION (B) IS AMENDED TO ADD:

NOR TO LIABILITY ARISING OUT OF AIRCRAFT OPERATIONS PERFORMED BY INDEPENDENT CONTRACTORS.

- 2. EXCLUSION (H) IS DELETED LIQUOR LIABILITY
- 3. EXCLUSION (L) IS DELETED PREMISES ALIENATED
- 4. EXCLUSION (C) (2) IS DELETED SNOWMOBILE
- 5. EXCLUSION (Q) (1) (2) (3) IS DELETED EXPLOSION COLLAPSE UNDERGROUND
- 6. EXCLUSION ADDED:
 - (R) TO MARINE CCCURRENCES COVERED BY ANY POLICY WHICH PROVIDES MARINE COVERAGE TO ANY INSURED.

SPECIAL NO. 25 ENDT. NO. 25

TIC 000028



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No. 26

Name Insured

Countersigned by (Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY INSURANCE—
NEW YORK DEPARTMENT OF PUBLIC WORKS

SUPPLEMENTARY EXCLUSION

(Contamination or Pollution—Described Operations)

It is agreed that, if with respect to operations described in this endorsement there is a discharge, dispersal, release or escape of oil or other petroleum substance or derivative (including any oil refuse or oil mixed with wastes) into or upon any watercourse, body of water, bog, marsh, swamp or wetland, the insurance does not apply to bodily injury or property damage arising out of such discharge, dispersal, release or escape whether or not sudden and accidental.

Description of Operations

Gasoline Recovery-from casing head or natural gas

Non-operating working interests

Oil or Gas Well Shooting

Oil or Gas Wells-acidizing

Oil or Gas Wells-cementing

Oil or Gas Wells-cleaning or swabbing-by contractors

Oil or Gas Wells-servicing-by contractors

Oil or Gas Wells-drilling or redrilling, installation or recovery of casing

Oil or Gas Wells-instrument logging or survey work in wells

Oil or Gas Wells-perforating of casing

Oil Lease Operators or Gas Lease Operators—natural gas

Oil Pipe Lines-operation, including maintenance

Oil Rig or Derrick Erecting or Dismantling-wood or metal-including construction of foundations or structures or installation of equipment

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

WATERCRAFT

IT IS AGREED THAT EXCLUSION (e) FORMING A PART OF SAID POLICY IS AMENDED AS FOLLOWS:

BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OPERATION OR USE OF WATERCRAFT BY THE FOLLOWING DOES NOT APPLY IF THE OCCURRENCE TAKES PLACE AWAY FROM PREMISES OWNED BY, RENTED TO OR CONTROLLED BY SAID NAMED INSUREDS:

PACIFIC TOWBOAT SALVAGE CO. FOSS LAUNCH & TUG CO. FOSS L & T CO. HAWAIIAN TUG BARGE CO. YOUNG BROS., TLD.

IT IS FURTHER AGREED THAT EXCLUSION (e) DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE RESULTING FROM OPERATIONS PERFORMED FOR SAID NAMED INSURED BY INDEPENDENT CONTRACTORS NOR TO BODILY INJURY OR PROPERTY DAMAGE RESULTING FROM THE LOADING OR UNLOADING OF WATERCRAFT BY LAND-BASED EQUIPMENT.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is usued subsequent to preparation of policy.)

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

PROFESSIONAL LIABILITY

- THE COMPANY WILL PAY ON BEHALF OF THE INSURED ALL SUMS WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES BY REASON OF AN ACT, ERROR OR OMISSION FOR WHICH THE NAMED INSURED MAY BE HELD LEGALLY LIABLE, COMMITTED OR ALLEGED TO HAVE BEEN COMMITTED BY ACCOUNTANTS, LAWYERS, DOCTORS, ENGINEERS, ARCHITECTS, MARINE CHEMISTS, REAL ESTATE BROKERS, AGENTS OR MANAGERS ACTING IN THEIR CAPACITY AS SUCH PROVIDED ALWAYS THAT:
 - (A) CLAIM IS FIRST MADE AGAINST THE INSURED AFTER THE EFFECTIVE DATE OF THIS ENDORSEMENT AND PRIOR TO ITS CANCELLATION DATE BY REASON OF SUCH ACT, ERROR OR OMISSION AND,
 - (B) THE INSURED'S LEGAL LIABILITY ARISES OUT OF THE PERFORMANCE OF PROFES- SIONAL SERVICES AS DESCRIBED IN THE DECLARATIONS, AND
 - (C) THE INSURED HAS NO KNOWLEDGE OF SUCH ACT, ERROR OR OMISSION ON THE EF-FECTIVE DATE OF THIS ENDORSEMENT.
 - II. ENDORSEMENT PERIOD, TERRITORY. THIS ENDORSEMENT APPLIES ONLY TO CLAIMS MADE AGAINST THE INSURED DURING THE ENDORSEMENT PERIOD WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS (EXCEPT GUAM), OR CANADA.
 - III. LIMITS OF LIABILITY. THE LIABILITY OF THE COAMPANY FOR EACH SINGLE CLAIM SHALL NOT EXCEED THE AMOUNT STATED IN THE DECLARATIONS FOR "EACH SINGLE CLAIM," AND SUBJECT TO THAT LIMIT FOR EACH SINGLE CLAIM, THE TOTAL LIMIT OF THE COMPANY'S LIABILITY FOR ALL CLAIMS DURING AN ANNUAL PERIOD SHALL NEVER EXCEED THE AMOUNT STATED IN THE DECLARATIONS AS "AGGREGATE". THE INCLUSION HEREIN OF MORE THAN ONE INSURED OR THE MAKING OF CLAIMS OR THE BRINGING OF SUITS BY MORE THAN ONE PERSON OR ORGANIZATION, SHALL NOT OPERATE TO INCREASE THE LIMIT OF THE COMPANY'S LIABILITY FOR EACH SINGLE CLAIM AND IN THE AGGREGATE.
 - IV. DEFENSE, SETTLEMENT, COOPERATION, SUPPLEMENTARY PAYMENTS.
 - (a) THE COMPANY SHALL DEFEND ANY SUIT AGAINST THE INSURED SEEKING DAMAGES TO WHICH THIS ENDORSEMENT APPLIES, EVEN IF ANY OF THE ALLEGATIONS OF THE SUIT ARE GROUNDLESS, FALSE OR FRAUDULENT AND IT IS AGREED THAT THE COMPANY MAY MAKE SUCH INVESTIGATION OF ANY CLAIM OR SUIT AS THEY DEEM EXPEDIENT, BUT THE COMPANY SHALL NOT BE OBLIGATED TO PAY ANY CLAIM OR JUDGMENT OR TO DEFEND ANY SUIT AFTER THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR SETTLEMENTS.
 - (b) THE COMPANY SHALL NOT SETTLE ANY CLAIM WITHOUT THE CONSENT OF THE INSURED. IF, HOWEVER, THE INSURED SHALL REFUSE TO CONSENT TO ANY SETTLEMENT RECOMMENDED BY THE COMPANY AND SHALL ELECT TO CONTEST THE CLAIM OR CONTINUE ANY LEGAL PROCEEDINGS IN CONNECTION WITH SUCH CLAIM, THEN THE COMPANY'S LIABILITY FOR THE CLAIM SHALL NOT EXCEED THE AMOUNT FOR WHICH THE CLAIM COULD HAVE BEEN SO SETTLED PLUS CLAIMS EXPENSES INCURRED UP TO THE DATE OF SUCH REFUSAL. SUCH AMOUNTS ARE SUBJECT TO THE PROVISIONS OF PRARAGRAPH III OF THE INSURING AGREEMENTS.

Ce) THE COMPANY SHALL PAY IN ADDITION TO THE APPLICABLE LIMITS OF LIABILITY, ALL CLAIMS EXPENSES AND FEES AND EXPENSES OF INDEPENDENT ADJUSTERS INCURRED WITH THE CONSENT OF THE COMPANY, PROVIDED HOWEVER, THAT IN THE EVENT A PAYMENT IN EXCESS OF THE AMOUNT OF THE LIMITS OF LIABILITY AVAILABLE UNDER THIS ENDORSEMENT IS TO BE MADE TO DISPOSE OF A CLAIM, THE COMPANY'S LIABILITY FOR SUCH CLAIMS EXPENSES AND FEES AND EXPENSES OF INDEPENDENT ADJUSTERS INCURRED WITH ITS CONSENT SHALL BE SUCH PROPORTION THEREOF AS THE AMOUNT OF THE LIMITS OF LIABILITY AVAILABLE UNDER THIS POLICY BEARS TO THE AMOUNT TO DISPOSE OF THE CLAIM.

EXCLUSIONS

THE INSURING AGREEMENTS AND ALL OTHER PROVISIONS OF THIS ENDORSEMENT SHALL NOT APPLY TO:

A. GENERAL EXCLUSIONS:

- I. BODILY INJURY, SICKNESS, DEATH OR DISEASE TO ANY EMPLOYEE OF THE INSURED ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT BY THE INSURED OR ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSURER MAY BE LIABLE, UNDER ANY WORKMEN'S COMPENSATION, UNEMPLOYMENT COMPENSATION, EMPLOYER'S LIABILITY, DISABILITY BENEFITS LAW OR ANY SIMILAR LAW, BUT THIS EXCLUSION SHALL NOT APPLY TO ANY CONTRACTUAL OBLIGATIONS ASSUMED BY THE INSURED:
- II. THE INSOLVENCY OR BANKRUPTCY OF THE INSURED OR ANY OTHER PERSON, FIRM OR ORGANIZATION.
- III. THE ADVISING OR REQUIRING OF, OR FAILURE TO ADVISE OR REQUIRE, OR FAILURE TO MAINTAIN, ANY FORM OF INSURANCE, SURETYSHIP OR BOND, EITHER WITH RESPECT TO THE INSURED OR ANY OTHER PERSON.
- IV. THE OWNERSHIP, MAINTENANCE, OPERATION OR USE, INCLUDING LOADING AND UNLOADING, BY OR ON BEHALF OF THE INSURED, OF WATERCRAFT, AUTO-MOBILES, MOTOR VEHICLES, AIRCRAFT OR MOBILE VEHICLES OF ANY KIND.
- V. THE FAILURE TO COMPLETE DRAWINGS, SPECIFICATIONS OR SCHEDULES OF SPECIFICATIONS ON TIME, OR THE FAILURE TO ACT UPON SHOP DRAWINGS ON TIME, BUT THIS EXCLUSION DOES NOT APPLY IF SUCH FAILURES ARE THE RESULT OF AN ACT, ERROR OR OMISSION IN THE DRAWINGS, PLANS, SPECIFICATIONS, SCHEDULES OR SHOP DRAWINGS.
- VI. ANY LOSS CAUSED INTENTIONALLY BY OR AT THE DIRECTION OF THE INSURED; OR ANY DISHONEST, FRAUDULENT, CRIMINAL, MALICIOUS OR KNOWINGLY WRONG-FUL ACTS, ERRORS OR OMISSIONS COMMITTED BY, OR AT THE DIRECTION OF THE INSURED.
- VII. ANY CLAIMS WHICH ARE COVERED UNDER ANY OTHER COVERAGE OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

ENDORSEMENT NO. 28 PAGE 2 OF 4

DEFINITIONS

- I. ENDORSEMENT PERIOD. THE TERM "ENDORSEMENT PERIOD" WHENEVER USED IN THIS ENDORSEMENT SHALL MEAN THE PERIOD FROM THE INCEPTION DATE OF THIS ENDORSEMENT AS SET FORTH IN THE DECLARATIONS, TO ITS CANCELLATION DATE.
- II. INSURED. THE UNQUALIFIED WORD "INSURED" WHENEVER USED IN THIS ENDORSE-MENT SHALL MEAN THE NAMED INSURED SO DESIGNATED IN THE DECLARATIONS ANY ANY PARTNER, DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF THE NAMED INSURED WHILE ACTING IN THE COURSE OF HIS DUTIES CONDUCTED BY HIM FOR AND ON BEHALF OF THE NAMED INSURED SOLELY IN THEIR PROFESSIONAL CAPACITY AS DESCRIBED IN THE DECLARATIONS.
- III. CLAIM. THE UNQUALIFIED WORD "CLAIM" WHENEVER USED IN THIS ENDORSEMENT MEANS A DEMAND RECEIVED BY THE INSURED FOR MONEY OR SERVICES, INCLUDING THE SERVICE OF SUIT OR INSTITUTION OF ARBITRATION PROCEEDINGS AGAINST THE INSURED.
- IV. SINGLE CLAIM. TWO OR MORE CLAIMS ARISING OUT OF ONE OR A SERIES OF ACTS, ERRORS OR OMISSIONS OF A SIMILAR TYPE SHALL BE TREATED AS A SINGLE CLAIM.
- V. CLAIMS EXPENSES. "CLAIMS EXPENSES" MEANS (1) FEES CHARGED BY ANY ATTORNEY DESIGNATED BY THE COMPANY, (2) ALL OTHER FEES, COSTS AND EXPENSES RESULTING FROM THE INVESTIGATION, ADJUSTMENT, DEFENSE AND APPEAL OF A CLAIM, IF INCURRED BY THE COMPANY, AND (3) FEES CHARGED BY ANY ATTORNEY DESIGNATED BY THE INSURED WITH THE WRITTEN CONSENT OF THE COMPANY.
- VI. DAMAGES. THE WORD "DAMAGES" WHENEVER USED IN THIS POLICY SHALL NOT INCLUDE FINES, PENALTIES, NOR THE RETURN OR WITHDRAWAL OF FEES.

CONDITIONS

- I. DISCOVERY CLAUSE. IF DURING THE ENDORSEMENT PERIOD, THE INSURED FIRST BECOMES AWARE THAT A SPECIFIC ACT, ERROR OR OMISSION IN PROFESSIONAL SERVICES HAS BEEN COMMITTED FOR WHICH COVERAGE IS PROVIDED UNDER COVERAGE I AND IF THE INSURED SHALL DURING THE POLICY PERIOD GIVE WRITTEN NOTICE TO THE COMPANY OF:
 - (a) THE SPECIFIC ACT, ERROR OR OMISSION; AND
 - (b) THE INJURY OR DAMAGE WHICH HAS OR MAY RESULT FROM SUCH ACT, ERROR OR OMISSION; AND
 - (c) THE CIRCUMSTANCES BY WHICH THE INSURED FIRST BECAME AWARE OF SUCH ACT, ERROR OR OMISSION;

THEN ANY CLAIM THAT MAY SUBSEQUENTLY BE MADE AGAINST THE INSURED ARISING OUT OF SUCH ACT, ERROR OR OMISSION SHALL BE DEEMED FOR THE PURPOSES OF THIS INSURANCE TO HAVE BEEN MADE DURING THE POLICY PERIOD. THE INSURED SHALL COOPERATE FULLY WITH THE COMPANY AS PROVIDED IN

ENDORSEMENT NO. 28 PAGE 3 OF 4

SPECIAL NO. 28

THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED, AND ANY INVESTIGATION CONDUCTED BY THE COMPANY OR ITS REPRESENTATIVES SHALL BE SUBJECT TO THE TERMS SET FORTH IN THIS POLICY.

- II. CONFORMITY TO STATUTE. TERMS OF THIS ENDORSEMENT WHICH ARE IN CONFLICT WITH ANY APPLICABLE STATUTES OF THE STATE WHEREIN THIS ENDORSEMENT IS ISSUED ARE HEREBY AMENDED TO CONFORM TO SUCH STATUTES.
- III. CONFLICT OF COVERAGE. THIS ENDORSEMENT IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY TO WHICH IT IS MADE A PART, WHICH ARE NOT SPECIFICALLY IN CONFLICT WITH THE TERMS, CONDITIONS AND EXCLUSIONS OF THIS ENDORSEMENT. WHEN THE TERMS, CONDITIONS AND EXCLUSIONS OF THIS ENDORSEMENT ARE IN CONFLICT WITH THOSE OF THE POLICY OF WHICH IT IS MADE A PART, THE TERMS, CONDITIONS AND EXCLUSIONS OF THIS ENDORSEMENT WILL APPLY.

LIMITS OF LIABILITY

EA. SINGLE CLAIM \$1,000,000 AGGREGATE \$5,000,000

INSUREDS RETENTION

EA. SINGLE CLAIM \$1,000,000

ENDORSEMENT NO. 28
PAGE 4 OF 4

SPECIAL NO. 28

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

GORDON H. BALL, INC. JOINT VENTURE RATES

IT IS AGREED THAT THE FOLLOWING RATES APPLY TO JOINT VENTURES SPONSORED BY GORDON H. BALL, INC.:

	G.L. RATE
TUNNELING - WITHOUT BLASTING	1.08
TUNNELING - INCLUDING BLASTING	1.17
DAMS - EARTHEN	1.05
DAMS - CONCRETE	1.12

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	Policy No.	Ε	ndorsement No.	29
Named Insured				-,
Additional Premium 5	Return Premium \$		ВІ	PI
		In Advance 5	5	
		1st Anniv. 5	5	
SPECIAL NO. 29		2nd Anniv. \$	\$	

TIC 000035

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by
(Authorized Representative)

Confidential Business Information

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

AMENDATORY NONRENEWAL

AND

MATERIAL CHANGE ENDORSEMENT

IF THIS COMPANY ELECTS NOT TO RENEW THIS POLICY, OR TO AFFECT A MATERIAL CHANGE, IT SHALL MAIL TO THE INSURED WRITTEN NOTICE OF SUCH NONRENEWAL OR MATERIAL CHANGE, NOT LESS THAN NINETY (90) DAYS PRIOR TO THE POLICY EXPIRATION DATE OR PROPOSED DATE OF CHANGE.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

 Endorsement effective
 Policy No.
 Endorsement No.
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 Named Insured
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TIC 000036

Countersigned by	
	(Authorized Representative)

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

ADDITIONAL INSURED

IT IS UNDERSTOOD AND AGREED THAT THE COUNTY SANITATION DISTRICT NO. 1 OF ORANGE COUNTY, ITS AGENT, CONSTRUCTION PROJECT MANAGER, THE DESIGN ENGINEER, AND ALL ENTITIED FROM WHOM PERMITS TO DO THE WORK ARE REQUIRED, ARE ADDITIONAL NAMED INSUREDS AS RESPECTS OPERATIONS PERFORMED BY THE NAMED INSURED IN CONNECTION WITH JOB NO. P2-24-1.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is usued subsequent to preparation of policy.)

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		1st Anniv. \$	5	
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TIC 000037

Countersigned by	
• •	(Authorized Representative)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

IT IS AGREED THAT ENDORSEMENT NO. 1 IS AMENDED TO DELETE DILLINGHAM MARITIME-PACIFIC DIVISION - HONOLULU, HAWAII AND DILLINGHAM MARITIME - WESTERN DIVISION SEATTLE, WASHINGTON.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5—1—79 Policy No. 05 GL 9 SCA Endorsement No. 32

Named Insured DILLINGHAM CORPORATION

Additional Premium 5 Return Premium 5 BI PD

In Advance 5 1st Anniv. 5 5 2nd Anniv. 5 5

TIC 000038

Countersigned by	
	(Authorized Representative)

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM NAMED INSURED

IT IS AGREED THAT ITEM 1. OF THE DECLARATIONS, NAMED INSURED, IS AMENDED TO READ AS FOLLOWS:

DILINGHAM CORPORATION, ITS SUBSIDIARIES, CONTROLLED AFFILIATES, SPONSORED JOINT VENTURES, AND ANY INTEREST OF DILLINGHAM CORPORATION, ONLY, IN NON-SPONSORED JOINT VENTURES, AND ANY INTERESTS NOW OR HEREAFTER CONSTITUTED, OWNED OR CONTROLLED BY DILLINGHAM CORPORATION.

IT IS AGREED THAT THE NAMED INSURED DOES NOT INCLUDE THE FOLLOWING ENTITY:

PACIFIC NORSE SHIPPING, LID.
DILLINGHAM AUSTRALIA PTY LID.
DILLINGHAM CORPORATION OF NEW ZEALAND, LID.

THIS ENDORSEMENT SUPERSEDES ENDORSEMENT NO.1 FORMING A PART OF SAID POLICY

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5–1–79	Policy No. 05 GL 9 SCA	End	Endorsement No. 33			
Named Insured DILLINGHAM CORPORATION Additional Premium 5	Return Premium \$		ВІ	, Pt		
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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000039

Countersigned by	
	(Authorized Representative)

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS AGREED THAT SUBJECT TO THE PROVISIONS FORMING A PART OF SAID POLICY, COVERAGE FOR THE FOLLOWING ENTITIES APPLIES ONLY ON AN EXCESS AND DIC BASIS OF ANY OTHER VALID AND COLLECTIBLE INSURANCE.

THE CRANMORE MINES-ALBERTA CANADA DILLINGHAM CORPORATION CANADA LID.-VANCOUVER, B.C. CANADA

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-79	•	Policy No. 05 GL 9 SCA	Endorsement No.	3 4	
Named Insured DILLINGHAM	CORPORATION				
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TIC 000040

Counte	rsigned by	
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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BLANKET CONTRACTUAL LIABILITY
PRODUCTS LIABILITY/COMPLETED OPERATIONS LIABILITY

IT IS HEREBY AGREED THAT AS RESPECTS THE ABOVE INDICATED COVERAGES, COVERAGE FOR BODILY INJURY AND/OR PROPERTY DAMAGE ARISING OUT OF ANY OPERATIONS PERFORMED BY, FOR, OR ON BEHALF OF THE FOLLOWING IS EXCESS OVER ANY VALID AND COLLECTIBLE INSURANCE BY A MARINE POLICY.

- 1. DILLINGHAM MARINE AND MANUFACTURING COMPANY
- 2. FOSS LAUNCH AND TUG COMPANY
- 3. PACIFIC TOWBOAT AND SALVAGE COMPANY

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-79
Named Insured DILLINGRAM CORPORATION
Additional Premium 5
Return Premium 5
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TIC 000041

(Authorized Representative)

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY

BLANKET ADDITIONAL INSUREDS

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE POLICY SHALL APPLY TO ANY PERSON, CORPORATION, MUNICIPALITY, OR OTHER LEGAL ENTITY TO WHOM THE NAMED INSURED IS OBLIGATED BY CONTRACT TO PROVIDE INSURANCE, AND ONLY IF SUCH CONTRACT WAS EXECUTED BY THE NAMED INSURED PRIOR TO THE OCCURRENCE OF ANY LOSS. THE LIMIT OF LIABILITY SHALL NOT EXCEED SUCH LIMITS AS STATED IN THE DECLARATIONS OF THE POLICY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-79 Policy No. 05 GL 9 SCA Endorsement No. 36

Named Insured DILLINGHAM CORPORATION

Additional Premium 5 Return Premium 5 In Advance 5 S

1st Anniv. 5 S

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TIC 000042

Countersigned by	
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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY

POLICY CONDITIONS ARE AMENDED AS FOLLOWS:

- 4. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT
 - (c) THE INSURED SHALL COOPERATE WITH THE COMPANY AND, UPON THE COMPANY'S REQUEST, ASSIST IN MAKING SETTLEMENTS, IN THE CONDUCT OF SUITS; AND THE INSURED SHALL ATTEND HEARINGS AND TRIALS AND ASSIST IN SECURING AND GIVING EVIDENCE AND OBTAINING THE ATTENDANCE OF WITNESSES. PAYMENT OR PARTIAL PAYMENT BY THE INSURED SHALL NOT IMPAIR THE INSURED'S RIGHTS UNDER THIS POLICY.
- 13. CONFLICT OF POLICY TERMS NEW CONDITION

THE PURPOSE OF THE MODIFYING AND SUPPLEMENTAL DECLARATIONS, INSURING AGREEMENTS, EXCLUSIONS AND/OR CONDITIONS IS TO EXTEND COVERAGES PROVIDED BY THE TERMS OF THE ORIGINAL PRINTED FORM OF THE POLICY TO WHICH THEY ARE ATTACHED. IN THE EVENT OF ANY CONFLICT IN TERMS IF THE MODIFYING AND SUPPLEMENTAL DECLARATIONS, INSURING AGREEMENTS, EXCLUSIONS AND CONDITIONS WITH THE TERMS OF THE ORIGINAL PRINTED POLICY, COVERAGE IS TO BE PROVIDED IN ACCORDANCE WITH THE TERMS MOST ADVANTAGEOUS TO THE INSURED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-79	Policy No. 05 GL 9 SCA	Endorsement No. 37	
Named Insured DILLINGHAM CORPORATION Additional Premium 5	Return Premium \$	Ві	ы
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TIC 000043

Countersigned by	
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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS AGREED THAT EXCLUSION (m) FORMING A PART OF THE POLICY IS DELETED.

IT IS FURTHER AGREED THAT SECTION II PERSONS INSURED FORMING A PART OF SAID POLICY AND SECTION X ADDITIONAL PERSONS INSURED FORMING A PART OF THE BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT ARE AMENDED TO INCLUDE THE FOLLOWING:

"DIRECTORS, OFFICERS AND BOARD ADVISORS"

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is usued subsequent to preparation of policy.)

Endorsement effective 5-1-79	Policy No. 05 GL 9 SCA	Endorsement No. 38	
Named Insured DILLINGHAM CORPORATION Additional Premium 5	Return Premium S	ВІ	PI
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TIC 000044

Coun	tersigne	d by	
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COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

IT IS AGREED THAT SECTION I CONTRACTUAL LIABILITY COVERAGE PARAGRAPH HEADED ARBITRATION IS AMENDED TO INCLUDE THE FOLLOWING:

RISK MANAGER TO HAVE THE RIGHT OF REFUSAL ON THE ARBITRATOR CHOSEN BY THE INSURER.

IT IS FURTHER AGREED THAT SECTION V FIRE LEGAL LIABILITY COVERAGE - REAL PROPERTY IS DELETED AND REPLACED AS FOLLOWS:

V. LEGAL LIABILITY COVERAGE - REAL PROPERTY

WITH RESPECT TO PROPERTY DAMAGE TO STRUCTURES OR PORTIONS THEREOF RENTED TO OR LEASED TO THE NAMED INSURED, INCLUDING FIXTURES PERMANENTLY ATTACHED THERETO, IF SUCH PROPERTY DAMAGE ARISES

(A) ALL OF THE EXCLUSIONS OF THE POLICY, OTHER THAN THE NUCLEAR EMERGY LIABILITY EXCLUSION (BROAD FORM), ARE DELETED AND REPLACED BY THE FOLLOWING:

THIS INSURANCE DOES NOT APPLY TO LIABILITY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT.

(B) THE LIMIT OF PROPERTY DAMAGE LIABILITY AS RESPECTS THIS LEGAL LIABILITY COVERAGE - REAL PROPERTY IS \$50,000 EACH OCCURRENCE UNLESS OTHERWISE STATED IN THE SCHEDULE OF THIS ENDORSEMENT.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Named Insured DILLINGHAM COMPORATION	Policy No. 05 GL 9 SCA	Endorsement	
Additional Premium S	Return Premium \$	Bi	PD
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TIC 000045

Countersigned b	y
	(Authorized Representative)

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(C) THE LEGAL LIABILITY COVERAGE - REAL PROPERTY SHALL BE EXCESS INSURANCE OVER ANY VALID AND COLLECTIBLE PROPERTY INSURANCE (INCLUDING ANY DEDUCTIBLE PORTION THEREOF), AVAILABLE TO THE INSURED, SUCH AS, BUT NOT LIMITED TO, EXTENDED COVERAGE, BUILDER'S RISK COVERAGE OR INSTALLATION RISK COVERAGE, AND THE OTHER INSURANCE CONDITION OF THE POLICY IS AMENDED ACCORDINGLY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception dute of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No. 39

Named Insured
Additional Premium \$

Return Premium \$

In Advance \$
1st Anniv. \$
2nd Anniv. \$
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TIC 000046

Countersigned by	
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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

DEFINITIONS

"BODILY INJURY" MEANS BODILY INJURY, MENTAL INJURY, MENTAL ANGUISH, SHOCK, FRIGHT, OR ANY AGGRAVATION THEREOF, SICKNESS, DISEASE, ASSAULT AND BATTERY, COMMITTED BY OR AT THE DIRECTION OF THE INSURED IN ORDER TO DEFEND PERSONS, DISABILITY, LOSS OF SERVICES, CARE AND EXPENSE THEREOF, WHICH OCCURS DURING THE POLICY PERIOD, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM;

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Policy No. 05 GL 9 SCA

Policy No. 05 GL 9 SCA

Endorsement No. 40

Endorsement No. 40

Endorsement No. 40

Endorsement No. 40

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Endorsement No. 40

In Advance S

Ist Anniv. S

2nd Anniv. S

Countersigned by	
TIC 000047	(Authorized Representative)

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

PROFESSIONAL LIABILITY

IT IS AGREED THAT ENDORSEMENT NO.28 FIRST PARAGRAPH IS AMENDED TO INCLUDE "STOCKBROKERS".

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is issued subsequent to preparation of policy i

Endorsement effective 5-1-79

Named Insured DILLINGHAM CORPORATION

Additional Premium 5

Return Premium 5

In Advance 5

Ist Anniv. 5

2nd Anniv. 5

5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000048

Countersigned by _______(Authorized Representative)

Confidential Business Information

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE

WORLDWIDE COVERAGE (Indemnity Basis)

It is agreed that the insurance afforded also applies to BODILY INJURY or PROPERTY DAMAGE which occurs, during the policy period, outside the POLICY TERRITORY, provided such BODILY INJURY or PROPERTY DAMAGE:

- (1) is included in the Completed Operations Hazard or the Products Hazard, or
- (2) arises out of activities of persons employed to perform work principally in the POLICY TERRITORY, while outside the POLICY TERRITORY, pursuant to their employment in the business of the NAMED INSURED.

With respect to any claim made or suit instituted outside the POLICY TERRITORY:

- (a) the INSURED shall undertake the investigation, settlement and defense of such claims and suits and keep the Company advised of all such proceedings and actions, and
- (b) the Company's obligation under this policy shall be limited to reimbursement of the INSURED

(Continued)

ΑL

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-79	Policy No. 05 GL 9 SCA	Endorsement No	42
Named Insured DILLINGHAM CO			
	Return Premium \$	In Adv. \$	\$
		lst Anniv. \$	\$
	-	2nd Anniv. \$	\$

T-447 REV. 1/73

CAT. 327565

TIC 000049

- (1) for the amount of damages because of liability imposed upon him by law on account of BODILY INJURY or PROPERTY DAMAGE to which the insurance applies, and
- (2) for all reasonable expenses incurred in connection with the investigation, settlement or defense of such claims or suits, and the Company's reimbursement obligation for the sum of all damages imposed on and expenses incurred by the INSURED shall be limited to the amount stated in the policy as the applicable limit of the Company's liability for damages; but the Company may, at its discretion, participate in the defense or settlement of any such claim or suit.

IT IS AGREED THAT ITEM 9 LIMITED WORLDWIDE COVERAGE FORWING A PART OF ENDORSEMENT G222-BFCGL IS DELETED.

T-447 R 1/73

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

NAMED INSURED

IT IS AGREED THAT ITEM 1 OF THE DECLARATIONS, NAMED INSURED, IS AMENDED TO INCLUDE THE FOLLOWING IN ACCORDANCE WITH THE ATTACHED:

BALL-DEW, A JOINT VENTURE P.O. BOX 278 DANVILLE, CA. 94526 CONTRACT 73-058-DH CHICAGO, ILLINOIS

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy:)

Endorsement effective 1-1-80 Policy No. 05 GL 9 SCA Endorsement No. 43
Named Insured DILLINGHAM CORPORATION

Named Insured DitailNorthy Conformation

Additional Premium 5 920 Return Premium 5

In Advance S LB 460 S PB 460

TIC 000051

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

2nd Anniv. 5



GENERAL LIABI! TY SCHEDULE

(Offic nde-Symbol-Serial Na.-Suffix)

Policy No. 05 GL 9 SCA

Page No. 1

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

NAMED INSURED

IT IS AGREED THAT ITEM 1 OF THE DECLARATIONS, NAMED INSURED, IS AMENDED TO INCLUDE THE FOLLOWING IN ACCORDANCE WITH THE ATTACHED:

> BALL-HEALY-HORN, A JOINT VENTURE P.O. BOX 278 DANVILLE, CA. 94526

CONTRACT 75-123-2H CHICAGO, ILLINOIS

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

I The information below is required only when this endorsement is usued subsequent to preparation of policy.)

Endorsement effective 2-24-80

Policy No. 05 GL 9 SCA

Endorsement No. 44

Named Insured DILLINGHAM CORPORATION

Additional Premium 5 6072

Return Premium 5

In Advance \$

1st Anniv. 5

2nd Anniv. \$

TIC 000053



GENERAL LIABIT TY SCHEDULE

(Offic *ode-Symbol-Serial No.-Suffix)

Policy No. 05 GL 9 SCA

Page No. 1

Description of Hazards (First Calumn) — including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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		ONTRACTORS			3.	Payroll	Per \$100]	
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E. PRODU	JCTS				6.	Receipts	Per \$100		1	MIUM
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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-80/81 IS IN ACCORDANCE WITH THE ATTACHED.

INTERIM ADJUSTMENT

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5–1–80	Policy No. 05 GL 9 SCA	Endorsement No45	
Numed Insured DILLINGRAM CORPORATION Additional Premium 5 985,848	Return Premium \$	BI	PD
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TIC 000055

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Counters N. J. THURBER JUL 2 1990



GENERAL LIAB" 'TY SCHEDULE

(Offi Code-Symbol-Serial No.-Suffix)

Policy No. 05 GL 9 SCA

Page No. 4

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BALL HEALY CONTRACT 75-123-2H

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-80/81 FOR ABOVE JOINT VENTURE IS IN ACCORDANCE WITH THE ATTACHED.

INTERIM ADJUSTMENT

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-80 Policy No. 05 GL 9 SCA Endorsement No. 46

Named Insured DILLINGHAM CORPORATION

Additional Premium \$ 97,520 Return Premium \$ BI PD

In Advance \$ 5
Ist Anniv. \$ 5
2nd Anniv. \$ 5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

* N. J. THURSES SUL 2 1980

Countersigned by (Authorized Representative)

Confidential Business Information TIC 000057



GENERAL LIABITITY SCHEDULE

(Offic 'ode-Symbol-Serial No.-Suffix)

Policy No. 05 GL 9 SCA

Page No.

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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COMPREHENSIVE GENERAL LIABILITY INSURANCE BALL-DEW CONTRACT 73-058-DH

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-80/81 FOR ABOVE JOINT VENTURE IS IN ACCORDANCE WITH THE ATTACHED.

INTERIM ADJUSTMENT

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5–1–80	Policy No. 05 GL 9 SCA	Endorsement !	^{No.} 47	
Named Insured DILLINGHAM CORPORATION Additional Premium 3 20, 240	Return Premium S	Ві	PC)
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•		2nd Anniv. 5	S	

TIC 000059

Countersigned by N. I. THU	S amount	1980
N LTHU	athorized Representa	tive



GENERAL LIABII'TY SCHEDULE . .

(Offic "ode-Symbol-Serial No.-Suffix)

Description of Hazards (First Column) - including

1. Location of all premises awned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

Policy No. 05 GL 9 SCA

Theratin	g classificatio	ons stated herein, ere in this policy,	except as s	peci-		1	PREMIUM	RA	TES	ADVANCE	PREMI
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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISION OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

NAMED INSURED

IT IS AGREED THAT ITEM 1 OF THE DECLARATIONS, NAMED INSURED, IS AMENDED TO INCLUDE THE FOLLOWING IN ACCORDANCE WITH THE ATTACHED:

AUBURN CONSTRUCTORS, A JOINT VENTURE
AUBURN CONSTRUCTORS, KERCKLOFF 2 PROJECT
P.O. BOX 278
DANVILLE, CA. 94526

INTERIM ADJUSTMENT

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5—1—80 Policy No. 05 GL 9 SCA Endorsement No. 48

Named Insured DILLINGHAM CORPORATION

Additional Premium 5 93,656 Return Premium 5 B1 PD

In Advance 5 S

Ist Anniv. 5 S

2nd Anniv. 5 S

TIC 000061

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

N. I. THURBER JUL Pores 4980



GENERAL LIABITY SCHEDULE

(Offic "ade-Symbol-Serial No.-Suffix)

Policy No. 05 GL 9 SCA "

Page No.

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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COMPREHENSIVE GENERAL LIABILITY

IN CONSIDERATION OF A RETURN PREMIUM OF \$93,656 IT IS AGREED THAT ENDORSEMENT NO. 48, AUBURN CONSTRUCTORS, J.V. IS DELETED FROM THE POLICY.



GEN. LIAB/MED. PROF. SUPPLEMENTAL CODING STRIP

GENCY/ CODE	Alexander Alex	xander_	COMM. 057			TRANS.	F	1D	5-1-79	BILL ID.	ACCOUNT NUMBER
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-5467) ED. 10-78

CAT, 032503 PRINTED IN U.S.A.

INTERIM ADJUSTMENT

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Named Insured

5-1-80

Policy No. 05 GL 9 SCA

DILLINGHAM CORPORATION

Additional Premium \$

In Advance S

.1st Anniv. S

TIC 000063



GENERAL LIABILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)

Policy No. 05 GL 9 SC

Page No.

Description of Hazards (First Calumn) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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COMPREHENSIVE GENERAL LIABILITY

NAMED INSURED

IT IS AGREED THAT ITEM 1 OF THE DECLARATIONS, NAMED INSURED, IS AMENDED TO INCLUDE THE FOLLOWING IN ACCORDANCE WITH THE ATTACHED:

AUBURN CONSTRUCTORS, A JOINT VENTURE
AUBURN CONSTRUCTORS, KERCKLOFF 2 PROJECT
P.O. BOX 278



GEN. LIAB/MED. PROF. SUPPLEMENTAL CODING STRIP

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This endorsement, issued by one of the below named companies. forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-80 Policy No. 05 GL 9 SCA Endorsement No. 50

Named Insured DILLINGHAM CORPORATION
Additional Premium 5 93,656 Return Premium 5 B1 PD

In Advance 5 S
Ist Anniv. 5 S
2nd Anniv. 5 S

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

E MERCESTI OCT 14 1990

GENERAL LIABILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)

Policy No.

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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GENERAL LIABILITY CHANGES ENDORSEMENT NATIONAL ACCOUNT

It is agreed that the part of the declarations or General Liability Schedule of the Policy which describes the Hazards insured is amended as shown.

ADDITIONAL OR DELETED HAZARDS > Coverage below is changed as shown.

DESCRIPTION OF HAZARDS & CHANGE	LII	νE	CLASS CODE	PREMIUM	RA	TES	ANNUAL	PREMIUM	ADVANC	E PREMIUM	\$IG!
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The rates for coverage on the class codes shown have been amended and or the premium base has CHANGE IN PREMIUM RATE OR BASE

The rates for coverage on the class codes shown have been amended and or the premium base has changed. The old base rates, and annual premium are shown after the word "from", new base rates, and advance premium are shown after the word "for".

CHANGE	CLASS	LIN	1E	PREMIUM	RAT	ES	ANNU	LPREMIUM	ATANN	REMIUM I VERSARY	12 75	NGES VANCE	SIGN + Addl
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THE ÆTNA CASUALTY AND SURETY COMPANY
THE STANDARD FIRE INSURANCE COMPANY

TIC 000067

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

WATERCRAFT

IT IS AGREED THAT EXCLUSION (e) FORMING A PART OF THE POLICY PROVISIONS, AND SECTION VIII NON-OWNED WATERCRAFT LIABILITY COVERAGE FORMING A PART OF THE BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT ARE DELETED BUT ONLY AS RESPECTS THE FOLLOWING:

BALL-HEALY HORN JOINT VENTURE CHICAGO, ILLINOIS CHICAGO V

LIMIT OF LIABILITY: \$1,000,000. SINGLE LIMIT PER OCCURRENCE

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy, unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of policy: 1

Endorsement effective 2-24-80

Named Insured DILLINGHAM CORPORATION

Additional Premium S

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In Advance S

Ist Anniv. S

2nd Anniv. S

2nd Anniv. S

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000068

Countersigned by										
	(Authorized Representative)									

Confidential Business Information

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Ætna

GENERAL LIABILITY CHANGES ENDORSEMENT NATIONAL ACCOUNT

It is agreed that the part of the declarations or General Liability Schedule of the Policy which describes the Hazards insured is amended as shown.

ADDITIONAL OR DELETED HAZARDS ▶ Coverage below is changed as shown.

DESCRIPTION OF	LIN	IE	CLASS CODE	PREMIUM	A.R	TES	ANNUAL	PREMIUM	ADVANC	E PREMIUM	\$1G
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The rates for coverage on the class codes shown have been amended and or the premium base has changed. The old base rates, and annual premiums are shown after the word "from", new base rates.

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TIC 000069

THE ÆTNA CASUALTY AND SURETY COMPANY
THE STANDARD FIRE INSURANCE COMPANY

Endorsement Number

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NATIONAL ACCOUNT

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BALL/CONCO-BPA JOINT VENTURE

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 11-26-80 TO 5-1-81 FOR ABOVE JOINT VENTURE IS IN ACCORDANCE WITH THE ATTACHED.

INTERIM ADJUSTMENT

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy)

Endorsement effective 11-26-80 Policy No. 05 GL 9 SCA Endorsement No. 54

Named Insured DILLINGHAM CORPORATION

Additional Premium 5 5, 225 Return Premium 5 BI PD

In Advance 5 5

Ist Anniv. 5 5

2nd Anniv. 5 5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000070

Countersigned by ____

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Policy No. 05 GL 9

Page No.

Description of Hazards (First Column) - including

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

BALL-DEW CONTRACT 73-058-DH

IT IS AGREED THAT THE GENERAL LIABILITY SCHEDULE FORMING A PART OF SAID POLICY IS AMENDED IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is issued subsequent to preparation of policy:1

Endorsement effective 1-1-80	Policy No.	05	GL	9	SCA	Endorsement No.	55 ′	
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TIC 000072

Countersigned by_	
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GENERAL LIABILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)

Policy No. 05 GL ' CA

Page No. 1

Description of Hazards (First Column) - including

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

BALL-HEALY-HORN JOINT VENTURE

IT IS AGREED THAT THE GENERAL LIABILITY SCHEDULE FORMING A PART OF SAID POLICY IS AMENDED IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of policy)

Endorsement effective 2-24-80	Policy No. 05 GL 9 SCA	Endorsement No. 56	Ś
Named Insured DILLINGHAM CORPORATION			D.C.
Additional Premium S TBD	Return Premium \$	81	PD
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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000074

Countersigned by	
	t Auch asized Department (1974)



GENERAL LIABILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)

SCA 05 GL Policy No.

Description of Hazards (First Column) - including

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

BALL-DEW CONTRACT 73-058-DH

IT IS AGREED THAT THE GENERAL LIABILITY SCHEDULE FORMING A PART OF SAID POLICY IS AMENDED IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is issued subsequent to preparation of policy.

Endorsement effective 5-1-80	Policy No. 05 GL 9 SCA	Endorsement No.	57
Named Insured DILLINGHAM CORPORATION Additional Premium 5 TBD	Return Premium \$	Ві	PD
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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000076

Countersigned by	
	LAuthorized Representative)



GENERAL LIABILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)

Policy No. 05 GL C

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Description of Hazards (First Calumn) — including

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

BALL-HEALY-HORN JOINT VENTURE

IT IS AGREED THAT THE GENERAL LIABILITY SCHEDULE FORMING A PART OF SAID POLICY IS AMENDED IN ACCORDANCE WITH THE ATTACHED.

This endotsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is usued subsequent to preparation of policy)

Endorsement effective 5-1-80	Policy No. 05 GL 9 SCA	Endorsement No. 58
Named Insured DILLINGHAM CORPORATION		
Additional Premium 5 TBD	Return Premium 5	B! F
•	In Adva	nce 5 5
	1st An	nív. S S
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The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

TIC 000078

Countersigned by	
•	(Authorized Representative)

### **GENERAL LIABILITY SCHEDULE**

(Office Code-Symbol-Serial No.-Suffix)

05 GL 9 Policy No.

Description of Hazards (First Column) - including

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# COMPREHENSIVE GENERAL LIABILITY INSURANCE AUBURN CONSTRUCTORS A JOINT VENTURE

IT IS AGREED THAT THE GENERAL LIABILITY SCHEDULE FORMING A PART OF SAID POLICY IS AMENDED IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of policy.

Endorsement effective 5-1-80 Policy No. 05 GL 9 SCA Endorsement No. 59  Numed Insured 7 DILLINGHAM CORPORATION	
Additional Premium 5 TBD Return Premium 8 BI	PD
In Advance 5 5	
1st Anniv. 5 5	
2nd Anniv. 5 5	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000080



(Office Code-Symbol-Serial No.-Suffix)

Policy No. 05 GL 9 A

Page No. 1

Description of Hazards (First Column) — including

The rating classifications stated herein, except as speci- fically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	PREMIUM	RATES	ADVANCE PREMIUM
any of the other provisions of this policy.	BASESt	BI PD	BI PD
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B. ESCALATORS	2. Frontage	Per linear ft.	
C. INDEPENDENT CONTRACTORS	3. Payroll	Per \$100	
-LET OR SUBLET WORK			PERION TEA
D. COMPLETED OPERATIONS NUM	BERS 5. Units	Per each	DESIGNATES
E. PRODUCTS	6. Receipts	Per \$100	MINIMUM PREMIUM
F. CONTRACTUAL	7. Number	Per landing	FREMIUM
	8. Cost	Per \$100	
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If location same as address in Item 1 of the declarations,	10. Sales	Per \$1000	
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COMPREHENSIVE GENERAL LIABILITY INSURANCE

BALL/CONCO -BPA JOINT VENTURE

IT IS AGREED THAT THE GENERAL LIABILITY SCHEDULE FORMING A PART OF SAID POLICY IS AMENDED IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of policy:

Endorsement effective 11-26-80 Policy No. 05 GL 9 SCA Endorsement No. 60

Named Insured DILLINGHAM CORPORATION
Additional Premium 5 TBD Return Premium 5 BI PD

In Advance 5 S

1st Anniv. 5 S

2nd Anniv. 5 S

TIC 000082

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ________(Authorized Represent



### GENERAL LIABILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)

Policy No. 05 GL 9 5

Page No. 1

Description of Hazards (First Column) - including

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

## HITCHIM AD WEINEN

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is usued subsequent to preparation of policy.)

Endorsement effective 5-1-81 Policy No. 05 GL 9 SCA Endorsement No. 61

Named Insured DILLINGHAM CORPORATION

Additional Premium \$ 2,483,952 Return Premium \$ BI PD

In Advance \$ 5

1990 N. CALIFORNIA BLVD., STE. 916 Ist Anniv. \$ 5

WALNUT CREEK, CA 94956 2nd Anniv. \$ 5

C HOLMES SEP1 4 1581

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000084

Countersign	ed by	
٠.		(Authorized Representative)



#### GENERAL LI/ ITY SCHEDULE

C = # Code=Symbol=Serial No.=Suffix)

Policy No. 05 GL 9 SCA

Page No. 1

Description of Hazards (First Column) - including

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

BALL - HEALY - HORN JOINT VENTURE

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

## INTERIM ADJUSTMENT

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy)

Endorsement No. 62 Endorsement effective 5-1-81 Policy No. 05 GL 9 SCA Named Insured DILLINGHAM CORPORATION PD Additional Premium 5 119,600 Return Premium 5 In Advance 5 STE. 916 1990 N. CALIFORNIA BLVD., 1st Anniv. \$ 2nd Anniv. 5 WALNUT CREEK. CA 94956 SEP1 4 1981

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

TIC 000086

Countersigned by (Authorized Representative) 10 6 2 C



### GENERAL LIABILITY SCHEDULE

/ Code-Symbol-Serial No.-Suffix

SCA 05  $\mathbf{GL}$ Policy No.

Page No. 1

Description of Hazards (First Column) - including

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#### COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS HEREBY AGREED THAT ITEM NUMBER 1, NAMED INSURED IS AMENDED TO INCLUDE THE FOLLOWING:

CAL GAS ENERGY INC. DBA AMTANE



This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated hergin.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 1-1-82 Policy No. 05 GL 9 SCA Endorsement No. 63

Numed Insured DILLINGHAM CORPORATION

Additional Premium 5 B1 PD

In Advance 5 5

1st Anniv. 5 5

2nd Anniv. 5 5

TIC 000088

Countersigned by	
* *	(Authorized Representative)

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#### COMPREHENSIVE GENERAL LIABILITY INSURANCE

BALL - DEW JOINT VENTURE

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

INTERIM ADJUSTMENT

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of policy.

Endorsement No. 63 Policy No. 05 GL 9 SCA Endorsement effective 5-1-81 Named Insured DILLINGHAM CORPORATION PD Return Premium 5 Additional Premium 5 22,080 In Advance 5 1st Anniv, \$ 1990 N. CALIFORNIA BLVD.. STE. 916 2nd Anniv. 5 WALNUT CREEK. CA

C: MOLMES SEP1 4 1981

TIC 000089

Countersigned by	
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Policy No. 05 GL +

Page No. 1

Description of Hazards (First Column) - including

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

AUBURN CONSTUCTORS JOINT VENTURE

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

## NTTERM ADJUSTMENT

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-81 Policy No. 05 GL 9 SCA Endorsement No. 64

Numed Insured DILLINGEAM CORPORATION

Additional Premium \$ 128,800 Return Premium \$ B1 PD

In Advance \$ \$
1990 N. CALIFORNIA BLVD., STE. 916 1st Anniv. \$ \$
WALNUT CREEK, CA 94956 2nd Anniv. \$ \$

E. HOLMES SEP1 4 1984

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000091

(Authorized Representative)



Policy No. 05 G

SCA

Page No. 1

Description of Hazards (First Column) - including

The rating classifications stated herein, except as sp fically pravided elsewhere in this policy, do not modifi	peci-			PREMIUM BASESt	}	RAT	ΕS	ADVANCE	PREMIUM
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#### COMPREHENSIVE GENERAL LIABILITY INSURANCE

#### BALL CONCO JOINT VENTURE

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

INTERIM ADJUSTMENT

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy:)

Endorsement No. 65 Policy No. 05 GL 9 SCA Endorsement effective 5-1-81 Numed Insured DILLINGHAM CORPORATION PD Return Premium \$ Additional Premium \$ 53,200 In Advance 5 1st Anniv. 5 5 1990 N. CALIFORNIA BLVD., STE. 916 2nd Anniv. 5 WAINUT CREEK, CA 94956

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

TIC 000093

(Authorized Representative)

**Confidential Business Information** 



#### GENERAL LIABILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)

olicy No. 05 GL ) S

Page No.

Description of Hazards (First Column) — including

The rating classifications stated herein, except as s		reunder.	Τ	PREMIUM	Τ				
fically provided elsewhere in this policy, do not mod	li fy		}	BASESt	<u> </u> -	RAT	,	<del></del> _	PREMIUM
any of the other provisions of this policy.			┼,		<b>↓</b>	81	PD	ВІ	PD
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COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS HEREBY AGREED THAT ENDORSEMENT NO. 10, BALL - HEALY - HAIN, JOINT VENTURE, IS HEREBY DELETED FROM THE POLICY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is usued subsequent to preparation of policy.)

Endorsement effective 2-24-80	Policy No. 05 GL 9	SCA	Endorsement No.	66	
Named Insured DILLINGHAM CORPORATION Additional Premium 5	Return Premium 5		81		PD
•		In Advance 5		5	
		1st Anniv. \$		5	
		2nd Anniv. \$		5	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000095

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Countersigned by	 	<u></u> .
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COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS HEREBY AGREED THAT THE ADVANCE PREMIUM FORMING A PART OF SAID POLICY IS AMENDED TO INCLUDE AN ADDITIONAL PREMIUM OF \$77500.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement No. 67 5-1-80 Policy No. 05 GL 9 SCA Endorsement effective DILLINGHAM CORPORATION Named Insured xx LB PD Additional Premium 5 77500 Return Premium \$ In Advance 5 77500 5 1st Anniv. S 5 2nd Anniv. 5

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

Countersigned by

TIC 000096

(Authorized Representative)

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS HEREBY AGREED THAT THE GENERAL LIABILITY RATES FORMING A PART OF SAID POLICY FOR 5-1-80/81 ARE AMENDED IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy)

Endorsement effective 5-1-80

Numed Insured DILLINGHAM CORPORATION
Additional Premium 5 TBD

Return Premium 5

In Advance 5

1st Anniv. 5

2nd Anniv. 5

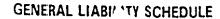
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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

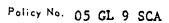
O HULMES CONFORM

TIC 000097

Countersigned by (Authorized Representative)



(Offic Tode-Symbol-Serial No.-Suffix)



Page No. 1

Description of Hazards (First Column) — including

he rating classifications stated herein, exce cally provided elsewhere in this policy, do n	ot modify			PREMIUM BASES:	<u> </u>	RA	TES	ADVANCE	PREMIUN
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TRANSIT PRODUCTS	•	Ì	1	}				.33897	}
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COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS HEREBY AGREED THAT THE GENERAL LIABILITY RATES FORMING A PART OF SAID POLICY FOR 5-1-81/82 ARE AMENDED IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is issued subsequent to preparation of policy:1

Endorsement effective 5-1-81

Named Insured DILLINGHAM CORPORATION Additional Premium 5 TBD

Return Premium 5

In Advance 5

1st Anniv. 5

2nd Anniv. 5

Endorsement No. 69

Fig. 69

Policy No. 05 GL 9 SCA

Endorsement No. 69

Fig. 69

Policy No. 05 GL 9 SCA

Endorsement No. 69

Fig. 69

Policy No. 05 GL 9 SCA

Endorsement No. 69

Policy No. 05 GL 9 SCA

Endorsement No. 69

Policy No. 05 GL 9 SCA

Endorsement No. 69

Policy No. 05 GL 9 SCA

Endorsement No. 69

Policy No. 05 GL 9 SCA

Endorsement No. 69

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

CHOLMES OUTS Like.

TIC 000099

•	
Countersigned by	
	(Authorized Representative)



### GENERAL LIABI' 'TY SCHEDULE

(Offir Tode-Symbol-Serial No.-Suffix)

Policy No. 05 GL 9 SCA

Page No. 1.

Description of Hazards (First Column) - including

The rating classifications stated herein, except fically provided elsewhere in this policy, do not	modify			PREMIUM BASESt	<u> </u>	RAT	<u> </u>	ADVANC	EPRE
any of the other provisions of this policy.			L	<del></del>	-	BI	PD	BI	PD
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HAWAIIAN ROCK PRODUCTS					- 1	1		.77507	}
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DILLINGHAM ENERGY SERVICES								3.72036	
DILCORP CREDIT UNION								77384	
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DIL MARITIME ELECTRIC						1	•	1.24682	1
DIL SHIP REPAIR						1		77384	
DIL SHIPYARD						į		2,13889	
DIL TUG & BARGE					ĺ			77384	
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PACIFIC TOWBOAT								77384	
YOUNG BROTHERS						1		1.40402	
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SYSTECH FINANCIAL				TIC	. 00	0400		.82191	}
DILLINGHAM CORPORATE				HC	· UU	0100		77384	
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#### COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS AGREED THAT ENDORSEMENT NO. 67 FORMING A PART OF SAID POLICY IS DELETED IN ITS ENTIRETY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-80 Numed Insured DILLINGHAM CORPORATION Additional Premium 5

05 GL 9 SCA

Endorsement No.

70

Return Premium 5 77,500 HO BO NOTE LB 81

In Advance 5

PD

1st Anniv. 5

2nd Anniv. \$

5

TIC 000101

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

(Authorized Representative)

AGENC BROXE		12	74	1	XAND!		AL'EX	ANDE	CO:	MM.	PAYM	ENT	TAX DIST	TRANSAC TYPE				5-1-79	DATE DATE TYPE AND INITIALS
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#### COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS HEREBY AGREED THAT ENDORSEMENT NUMBER 69 IS AMENDED IN PART FOR THE FOLLOWING:

ENTITY		TOTAL RATI
	DIL INVEST PROPERTIES	1.286180 11.53015

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception dute of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5=1=81

Named Insured DILLINGHAM CORPORATION Additional Premium 5 TBD

Return Premium 5 In Advance 5 5 1st Anniv. 5 5 2nd Anniv. 5 5

TIC 000102

Countersigned by	
	(Authorized Representative)

AGENO BROKE		127 ⁴	DDE 1	ALEX		NAME ER &	ĀĻĒX <i>I</i>	MDEI	CO	MM.	PAYME	NT	TAX DIST.	TRANSACT TYPE		LINE OF BUSINES		ID		EFF. DA	TE DATE TYPES AND INITIALS
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							2														PECIAL

### COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS HEREBY AGREED THAT ENDORSEMENT NUMBER 68, GENERAL LIABILITY SCHEDULE, IS AMENDED IN PART AS FOLLOWS:

	TOTAL RATE
DIL SHIPYARD	.47946
SYSTECH PROPERTIES	3.39358
SYSTECH FIMANCIAL	.43005
DILLINGHAM CORPORATE	.33897

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is assued subsequent to preparation of policy.

Endorsement effective 5-1-80 Policy No. 05 GL 9 SCA Endorsement No. 72

Named Insured Additional Premium 5

DILLINGHAM CORPORATION TBD

Return Premium 5

In Advance 5

Ist Anniv. 5

2nd Anniv. 5

TIC 000103

Countersigned by	
	(Authorized Representative)

#### COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS AGREED THAT THE FINAL ENGINEERING HOURS FOR THE PERIOD 5-1-81 TO 4-30-82 HAVE BEEN ESTABLISHED RESULTING IN A RETURN PREMIUM DUE OF \$5444.

# CANOCLLED FLAT

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 4=30-82 Policy No. 05 GL 9 SCA Endorsement No. 72A

Named Insured DILLINGHAM CORPORATION

Additional Premium 5

Return Premium 5 5,444

In Advance 5 5,444 5

Ist Anniv. 5 5

2nd Anniv. 5 5

TIC 000104

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Countersigned by		
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COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS AGREED THAT A RETURN PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

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This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy)

Endorsement effective 5-1-81
Named Insured DILLINGHAM CORPORATION Additional Premium 5
Return Premium 5
2,483,952
In Advance 5
Ist Anniv. 5
2nd Anniv. 5
5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by BLACK OCTS GIGGS
(Authorized Representative)



# **GENERAL LIABILITY SCHEDULE**

(Office Code-Symbol-Serial No.-Suffix)

Policy No.

05 GL > SCA

Page No.

1

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

The rating classifications stated herein, except of ically provided elsewhere in this policy, do not	as speci- modify			PREMIUM	RAT	ES	ADVANCE	PREMIUM
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COMPREHENSIVE GENERAL LIABILITY INSURANCE

BALL - HEALY - HORN JOINT VENTURE

IT IS AGREED THAT A RETURN PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

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This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy)

Endorsement effective 5-1-81
Numed Insured DILLINGHAM CORPORATION Additional Premium 5
Return Premium 5
119,600
In Advance 5
Ist Anniv. 5
2nd Anniv. 5
5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _____

TIC 000107

(Authorized Representative)

BEETERS! OFFICE

# GENERAL LIABILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)



Policy No.

05 GL : CA

Page No.

Description of Hazards (First Calumn) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

The rating classifications stated herein, exceptions from the provided elsewhere in this policy, do nany of the other provisions of this policy.	pt as speci- otmodify			PREMIUM		RAT	ES	ADVANCE	PREMIUM
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# COMPREHENSIVE GENERAL LIABILITY INSURANCE

BALL - DEW JOINT VENTURE

IT IS AGREED THAT A RETURN PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

F . .

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-81	Palicy No. 05 GL 9 SCA	Endorsement No. 75	
Named Insured DILLINGHAM CORPORATION			
Additional Premium S	Return Premium \$ 22,080	ВІ	PD
	In Advance 5	5	
·	Ist Anniv. \$	5	
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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______(Authorized Representative)

# AStma LIFE& CASUALTY

# GENERAL LIABILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)

Policy No.

05 GL SCA

Page No. 1

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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# COMPREHENSIVE GENERAL LIABILITY INSURANCE

AUBURN CONSTRUCTORS JOINT VENTURE

IT IS AGREED THAT A RETURN PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

# INTEREM ADJUSTMENT

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

05 GL 9 SCA Endorsement No. 76 Endorsement effective 5-1-81 Named Insured DILLINGHAM CORPORATION PD Additional Premium 5 Return Premium 5 128,800 In Advance 5 1st Anniv. S A ELACK METER PROPERTY 2nd Anniv. \$

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

Countersigned by (Authorized Representative)

Policy No.

05 GL CA

age No.

Description of Hazards (First Column) — including 1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Own General Lessee or Tenant). 3. Part occupied by the named insured. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder. The rating classifications stated herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. PREMIUM RATES ADVANCE PREMIUM BASES: ВΙ PD BI Area sq. ft Per 100 sq. ft. A. PREMISES-OPERATIONS Frontage Per linear ft. B. ESCALATORS 3. Payroll Per \$100 C. INDEPENDENT CONTRACTORS CODE Flat charge -LET OR SUBLET WORK DESIGNATES NUMBERS 5. Units Per each D. COMPLETED OPERATIONS MUMINIM Per \$100 Receipts E. PRODUCTS PREMIUM Number Per landing F. CONTRACTUAL Cost Per \$100 Receipt Per \$1000 Sales Per \$1000 If location same as address in Item 1 of the declarations, check 🔲 Double space between entries to allow for coding. LINE DESIG 1.00 04 999 ALL OPERATIONS UNDER A-F .54 15055 3 7,000,000 37800CR 37800CR ₽ .54 AUBURN CONSTRUCTORS E .38 .38 26600CR 26600CR HOBO NOTE & AGENT NOTE: AUDITOR -PLEASE REPORT EXCESS PREMIUM SEPARATELY TO REINSURANCE. UNIT. THIS PREMIUM MUST BE CEDED ON THE BASIS OF FOLLOWING CESSIONS: P .708 E1.000

TIC 000112

*Designates location to which Landlard's Protective Liability Endorsement applies. (CC-5023-1-A) 10-78

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

BALL CONCO JOINT VENTURE

IT IS AGREED THAT A RETURN PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is usued subsequent to preparation of policy.)

Endorsement effective 5-1-81
Named Insured DILLINGHAM CORPORATION Additional Premium S 53,200
Return Premium S 53,200
In Advance S 1st Anniv. S 5 2nd Anniv. S 5

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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut



Policy No. 05 GL 9

Page No. 1

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

The rating classifications stated herein, except as speci- fically provided elsewhere in this policy, do not modify any of the other provisions of this policy-			PREMIUM BASESt	RAT		ADVANCE	
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### COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS HEREBY AGREED THAT ENDORSEMENT NO. 69 THE GENERAL LIABILITY RATES FORMING A PART OF SAID POLICY ARE DELETED FROM THE POLICY IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement No. Endorsement effective Policy No. 5-1-81 05 GL 9 SCA Numed Insured DILLINGHAM CORPORATION Return Premium 5 TBD PD Additional Premium 5 In Advance 5 1st Anniv. \$ 2nd Anniv. \$ A BLACK UNIZ BIDER The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

TIC 000115

Countersigned by

(Authorized Representative)



(Office Code-Symbol-Serial No.-Suffix)

Policy No.

05 GL 9 _CA

Page No.

1

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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# GENERAL LIABILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)

Policy No.

05 GL . SCA

Page No.

2

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS HEREBY AGREED THAT ITEM NUMBER 2 POLICY PERIOD IS AMENDED TO READ 5-1-79 TO 5-1-81.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is issued subsequent to preparation of policy.1

Endorsement effective 5-1-79	Policy No. 05 GL 9 SCA	Endorsement No. 79
Named Insured DILLINGHAM CORPORATION Additional Premium 5	Return Premium \$	BI PD
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The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut	ziv . v	E ELACK GETER

TIC 000118

(Authorized Representative)

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS HEREBY AGREED THAT DUE TO INTERNAL BILLINGS, A FLAT CHARGE RETURN PREMIUM OF \$77,500 IS DUE.

HOBO ONLY

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-80

Named Insured DILLINGHAM CORPORATION
Additional Premium 5

Return Premium 5 77,500

In Advance 5

Ist Anniv. 5 77,500 5

In Advance 5

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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by [ (Authorized Representative C

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# COMPREHENSIVE GENERAL LIABILITY INSURANCE

LIMITATION OF COVERAGE

IT IS AGREED THAT THE POLICY SHOWN BELOW PROVIDES PRIMARY COVERAGE FOR THE SPONSORED JOINT VENTURES KNOWN AS WARM SPRINGS AND SUGAR PINE:

INSURANCE CARRIER	POLICY NUMBER	POLICY PERIOD	COVERAGE	LIMITS
INA	XSL 1004	5-30-80 TO 5-30-83	GENERAL LIABILITY	\$250,000 XS \$250,000 SI

AS RESPECTS THE POLICY TO WHICH THIS ENDORSEMENT APPLIES, IT IS FURTHER AGREED THAT:

- 1. EXCESS LIABILITY LIMITS ARE PROVIDED TO BRING THE LIMITS SHOWN ABOVE UP TO \$1,000,000 CSL.
- .2. DIFFERENCE IN CONDITIONS IS PROVIDED TO \$1,000,000 CSL.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endarsement effec	ctive 5-30-80	Policy No.	05	GL	9	SCA	Endorsement No.	81	
Numed Insured	DILLINGHAM CORPORATION								
Additional Premiu	im S ,	Return Prem	ium S				- Bl		PD
						In Advance 5		5	
						1st Anniv. 5		\$	
						2nd Anniv, 5		5	

TIC 000120

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _	
• .	(Authorized Representative)

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> COMPREHENSIVE GENERAL LIABILITY INSURANCE AMENDATORY ENDORSEMENT

COVERAGE TO BE PROVIDED AS ON POLICY 05 AL 189534 SCA

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

5-1-79

Policy No. 05 GL 9 SCA

Endorsement No. 82

Named Insured

DILLINGHAM CORPORATION

Return Premium \$

The Ætna Casualty and Surety Company The Standard Fire Insurance Company

TIC 000121

Hartford, Connecticut

GL 00 19 07 78



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement Effective

Policy No.

Endorsement No. 7

Named Insured

Countersigned by	
	(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

# GENERAL LIABILITY INSURANCE

### SMP LIABILITY INSURANCE

# **BUSINESSOWNERS POLICY**

# AMENDATORY ENDORSEMENT-ADDITIONAL DEFINITION

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.



This endorsement forms a part of the p	olicy to which attached, effective on the inception	n date of the policy unless otherwise stated herein.
(The following in	nformation is required only when this endorsemen	nt is issued subsequent to preparation of policy.)
Endorsement effective	Policy No.	Endorsement No. 8
Named Insured		
Additional Premium \$	<del></del>	Countersigned by
		(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE

# ADDITIONAL INSURED

(Premises Leased to the Named Insured)

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

- 1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
- 2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

# **SCHEDULE**

		Annual F	remiums
Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Bodily Injury Liability	Property Damage Liability
RURAL ROUTE NO. 4, BOX 304 M LAGRANGE, LAGRANGE COUNTY, INDIANA 46761	ELLER LEASING CORP.		
1308 TRENTON AVENUE FINDLEY, HANCOCK COUNTY, OHIO 45840	DOUGHERTY TRUCKING INC	•	
AS THEIR INTEREST MAY APPEAR IN STORAGE LOCATION NEAR THUMBALE, CALIFORNIA	AEROJET INVESTMENTS LT 9100 E. FLAIR DRIVE EL MONTE, CALIFORNIA	D <b>.</b> 91734	

(Authorized Representative)



Additional Premium \$ _

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy untess otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No. 9

Named Insured

Countersigned by _

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE

#### ADDITIONAL INSURED

(Premises Leased to the Named Insured)

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

- 1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
- 2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

### SCHEDULE

Annual Premiums

Bodily Property

Designation of Premises Name of Person or Organization Injury Damage

(Part Leased to Named Insured) (Additional Insured) Liability Liability

AS PER ATTACHED LIST OF NAMES FOR FACILITY LEASE AGREEMENT (FERNDALE, WA) DATED 10-1-76



# ADDITIONAL INTERESTS

IT IS UNDERSTOOD AND AGREED THE FOLLOWING ARE NAMED AS ADDITIONAL INTERESTS BUT ONLY AS THEIR RESPECTIVE INTERESTS MAY APPEAR UNDER FACILITY LEASE AGREE-MENT (FERNDALE, WN.) DATED 12-31-75 WITH CALIFORNIA LIQUID GAS CORPORATION:

- 1. SEATTLE-FIRST NATIONAL BANK P.O. BOX 24186 SEATTLE, WASHINGTON 98124 MR. ALAN B. REED CORPORATE TRUST OFFICER CORPORATE TRUST DEPARTMENT
- 5. AMERICAN MUTUAL LIFE INSURANCE COMPANY LIBERTY BUILDING DES MOINES, IOWA 50307 ATTN: MR. WILLIAM R. ENGEL VICE PRES. & TREASURER
- 2. INA CORPORATION P.O. BOX 7728, 1600 ARCH PHILADELPHIA, PA. 19101 MR. WM. E.A. DAVIDSON VICE PRESIDENT-CAPITAL, **ADVISERS**
- 6. NEW ENGLAND MUTUAL LIFE INSURANCE COMPANY 501 BOYLSTON STREET BOSTON, MA 02117 ATTN: MR. JOHN F. GUTHRIE, JR. INVESTMENT OFFICER
- MONARCH LIFE INSURANCE COMPANY 1250 STATE STREET SPRINGFIELD, MA 01101 MR. RICHARD E. HICKEY INVESTMENT VICE PRES.
- 7. HAWAII BANCORP LEASING, INC. P.O. BOX 2900 HONOLULU, HA 96813
- 4. CONTINENTAL AMERICAN LIFE INS. 8. PEOPLES NATIONAL BANK OF COMPANY 11TH & KING STREETS WILMINGTON, DELAWARE 19899 MR. PETER S. JONES ASSISTANT VICE PRES.
- WASHINGTON P.O. BOX 720 SEATTLE, WA 98111 ATTN: MR. DAVID L. HENWOOD TRUST OFFICER

PAGE 2 OF 2

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# COMPREHENSIVE GENERAL LIABILITY INSURANCE

# BALL-HEALY-HAIN, JOINT VENTURE

IT IS AGREED THAT SUCH INSURANCE AS IS PROVIDED UNDER THIS POLICY DOES NOT APPLY TO BALL-HEALY-HORN, A JOINT VENTURE CONSISTING OF GORDON H. BALL, INC., S.A. HEALY COMPANY (INC.), AND HORN CONSTRUCTION COMPANY; BUT THIS EXCLUSION SHALL APPLY ONLY AS RESPECTS WORK PERFORMED IN CONNECTION WITH, OR OPERATIONS (INCLUDING THE OPERATION OF AUTOMOBILES) PERFORMED IN CONNECTION WITH THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, CONTRACT NO. 75-123-2H (TUNNEL AND RESERVOIR PLAN, MAINSTREAM SYSTEM, TUNNELS AND SHAFTS, OGDEN AVENUE TO ADDISON STREET).

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is issued subsequent to preparation of policy:1

Endorsement effective Policy No. Endorsement No. 10

Named Insured

Additional Premium S Return Premium S BI PD

In Advance S S

Ist Anniv. S S

2nd Anniv. S S

SPECIAL NO. 10

TIC 000126

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by	
Counters/gired by	 

(Authorized Representative)

# COMPREHENSIVE GENERAL LIABILITY INSURANCE

# CALIFORNIA LIQUID GAS CORPORATION - JOINT VENTURES

IT IS AGREED THAT COVERAGE AFFORDED CALIFORNIA LIQUID GAS CORPORATION UNDER THIS POLICY IS EXTENDED TO THEIR PARTICIPATION IN THE FOLLOWING JOINT VENTURES:

AMIGO PETROLEUM COMPANY, A JOINT VENTURE BETWEEN HOME GAS PROCESSORS, INC. (A SUBSIDIARY OF HOME PETROLEUM CORPORATION) AND CAL GAS PROCESSING CORPORATION (A SUBSIDIARY OF CALIFORNIA LIQUID GAS CORPORATION), P.O. BOX 28397 SACRAMENTO, CAL. 95828.

VIVIGAS COMPANY, A JOINT VENTURE BETWEEN HOME GAS MARKETING, INC. (A SUBSIDIARY OF HOME PETROLEUM CORPORATION) AND CAL GAS TERMINAL CORPORATION (A SUBSIDIARY OF CALIFORNIA LIQUID GAS CORPORATION) P.O. BOX 28397 SACRAMENTO, CAL. 95828.

NBC EXPLORATION, A PARTNERSHIP OF CALIFORNIA LIQUID GAS CORPORATION THE BALL CORPORATION AND NELSON PETROLEUM COMPANY, P.O. BOX 28397, SACRAMENTO, CAL. 95828.

IT IS FURTHER AGREED THAT RIGHT OF SUBROGATION IS WAIVED AGAINST HOME PETRO-LEUM CORPORATION, THEIR SUBSIDIARIES, EMPLOYEES OR AGENTS.

ENDORSEMENT NO. 11

SPECIAL NO. 11

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# COMPREHENSIVE GENERAL LIABILITY INSURANCE

# NOTICE OF CANCELLATION

THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN IN THIS POLICY WRITTEN NOTICE STATING WHEN NOT LESS THAN NINETY (90) DAYS THREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. Endorsement No. 12

Named Insured

Additional Premium S Return Premium S BI PD

In Advance S SPECIAL NO. 12

SPECIAL NO. 12

Endorsement No. 12

Return Premium S In Advance S S SPECIAL NO. 12

TIC 000128

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by _______(Authorized Representative)

**Confidential Business Information** 

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# COMPREHENSIVE GENERAL LIABILITY INSURANCE

# CONTRACTING OPERATIONS

IT IS AGREED THAT EXCLUSION (P) FORMING A PART OF THE GENERAL LIABILITY PART IS AMENDED TO ADD THE FOLLOWING:

BUT WITH RESPECT TO CONTRACTING OPERATIONS THIS EXCLUSION, SHALL APPLY ONLY TO THAT PARTICULAR PART OF WORK OR PROPERTY OUT OF WHICH DAMAGE ARISES.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1The information below is required only when this endorsement is issued subsequent to preparation of policy.

 Endorsement effective
 Policy No.
 Endorsement No.
 13

 Named Insured
 Additional Premium S
 BI
 PD

 In Advance S
 5
 5

 Ist Anniv. S
 5
 5

 SPECIAL NO. 13
 2nd Anniv. S
 5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by	
• • .	t turb seized Depresentative)

PIRY DATE
T NUMBER
END'T FORM NO
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# COMPREHENSIVE GENERAL LIABILITY INSURANCE

# CORPORATE EXECUTIVES

IT IS HEREBY AGREED THAT COVERAGE IS PROVIDED FOR CORPORATE EXECUTIVES OF DILLINGHAM CORPORATION ACTING IN VOLUNTEER CAPACITIES WITH OUTSIDE ORGANIZATIONS, PROVIDED THAT THESE ACTIVITIES ARE CONDUCTED WITH THE SUPPORT AND/OR ENCOURAGEMENT OF DILLINGHAM CORPORATION. THIS INSURANCE IS EXCESS OVER ANY OTHER VALID AND COLLECTIBLE INSURANCE WHICH MAY APPLY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1The information below is required only when this endorsement is usued subsequent to preparation of policy:1

Endorsement effective Policy No. Endorsement No. 14

Named Insured

Additional Premium 5 Return Premium 5 B1 PD

In Advance 5 5

SPECIAL NO. 14

Ist Anniv. 5 5

2nd Anniv. 5 5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company

TIC 000130

Hartford, Connecticut

Countersigned by	
	(Authorized Representative)

AGENO BROKE	R `➤		•		OFFICE	NAME		DOE.	C/SC		PAYM	ENT	TAX DIST	7	TRANSACTION TYPE	LINE O BUSINES	ss !	P	10		• ,	DATE TYPEC . AND INITIALS
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### COMPREHENSIVE GENERAL LIABILITY INSURANCE

# CROSS LIABILITY ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT THE INCLUSION OF MORE THAN ONE CORPORATION, PERSON, ORGANIZATION, FIRM OR ENTITY AS INSURED UNDER THIS POLICY SHALL NOT IN ANY WAY AFFECT THE RIGHTS OF SUCH CORPORATION, PERSON, ORGANIZATION, FIRM OR ENTITY EITHER AS RESPECTS ANY CLAIM, DEMAND, SUIT OR JUDGEMENT MADE, BROUGHT OR RECOVERED BY, OR IN FAVOR OF ANY OTHER INSURED, OR BY OR IN FAVOR OF ANY EMPLOYEE OF SUCH OTHER INSURED. THIS POLICY SHALL PROTECT EACH CORPORATION, PERSON, ORGANIZATION, FIRM OR ENTITY IN THE SAME MANNER AS THOUGH A SEPARATE POLICY HAD BEEN ISSUED TO EACH; BUT NOTHING HEREIN SHALL OPERATE TO INCREASE THE COMPANY'S LIABILITY AS SET FORTH ELSEWHERE IN THIS POLICY BEYOND THE AMOUNT OR AMOUNTS FOR WHICH THE COMPANY WOULD HAVE BEEN LIABLE IF ONLY ONE PERSON OR INTEREST HAD BEEN NAMED AS INSURED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

 Endorsement effective
 Policy No.
 Endorsement No.
 15

 Named Insured
 Additional Premium S
 BI
 PD

 In Advance S
 S
 Ist Anniv. S
 S

 SPECIAL NO. 15
 2nd Anniv. S
 S

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000131

Countersigned by ______(Authorized Representative)

Confidential Business Information

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# COMPREHENSIVE LIABILITY INSURANCE

# DISCRIMINATION COVERAGE

IT IS AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THE PERSONAL INJURY LIABILITY COVERAGE OF THE POLICY APPLIES TO INJURY ARISING OUT OF DISCRIMINATION ON ACCOUNT OF RACE, COLOR, CREED OR NATIONAL ORIGIN, BUT ONLY IF SUCH DISCRIMINATION IS NOT COMMITTED BY, AT THE DIRECTION OF OR WITH THE KNOWLEDGE OF THE INSURED OR ANY EXECUTIVE OFFICER, DIRECTOR OR STOCKHOLDER THEREOF, SUBJECT TO THE FOLLOWING PROVISIONS:

- 1. THIS INSURANCE DOES NOT APPLY IN THE STATE OF NEW YORK OR IN ANY OTHER JURISDICTION IN WHICH SUCH INSURANCE IS NOT PERMITTED.
- 2. THIS INSURANCE APPLIES ONLY TO THE NAMED INSURED AND DEFINITIONS OF "INSURED" DOES NOT APPLY TO THE INSURANCE AFFORDED BY THIS ENDORSEMENT.
- 3. THIS INSURANCE DOES NOT APPLY TO INJURY SUSTAINED BY ANY PERSON AS THE RESULT OF DISCRIMINATION DIRECTLY OR INDIRECTLY RELATED TO THE EMPLOY-MENT OF SUCH PERSON BY THE INSURED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

 Endorsement effective
 Policy No.
 Endorsement No.
 16

 Named Insured
 Additional Premium 5
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 In Advance 5
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 SPECIAL NO. 16
 2nd Anniv. 5
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TIC 000132

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by	
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(Authorized Representative)

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IABILITY ENDORSS			Premiu	ım Basis	·	Prem	· · ·	Policy Rates	Number		Advance Pro	emium

If the endorsement period is more than one year and the premium is payable in installments,

Thousand Dollars aggregate

S is payable in advance, \$

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on the first anniversary, and \$

on the second anniversary.

DCL.

Next 5,000

Over 10,000

#### This is a Claims-Made Endorsement

In consideration of the payment of the premium stated in the Declarations and in reliance upon the statements in the Application and subject to all of the terms, conditions and limitations of this Endorsement and of the Policy to which this Enodrsement is attached, the Company agrees with the Insured named in the Declarations of the Policy as follows:

#### INSURING AGREEMENT

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages on account of any claim made against the Insured by any employee, former employee of the beneficiaries or legal representatives thereof for injury caused by any negligent act, error or omission of the Invited, or any other person for whose acts the Insured is legally liable, in the Administration of the Named Insured's Public and Private Employee Benefits defined herein, and the Company shall have the right and duty to defend such claim against the Insured seeking such damages, even if any of the allegations of the claim are groundless, faise or fraudulent, and may make such investigation and settlement of any claim as it deems expedient, but the Company shall not be obligated to pay any claim or judgement or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgements or settlements.

#### II. EXCLUSIONS

5000

This insurance does not apply:

(1) To any claim arising out of any dishonest, fraudulent, criminal or malicious act or omission, libel, slander, discrimination or humiliation, or willful or reckless violation of any statute.

(2) To fines, penalties or taxes.

- (3) To any claim arising out of bodily injury or property damage including any claim arising out of loss of currency, coins, bank notes, builion. travelers checks, register checks, money orders, and all negotiable and non-negotiable instruments or contracts representing money.
- (4) To any claim arising out of the Insured's failure to comply with any law concerning Workers' Compensation, Unemployment Insurance, Social Security or Disability Benefits, or any similar law.
- (5) To any claim for loss arising out of failure of performance of contract by any insurer.

To any claim based upon:

(i) failure of any investment to perform as represented by an Insured:

(ii) advice given by an Insured to participate in any Public or Private Employee Benefit Plan.

(7) To any claim for loss arising out of an insufficiency of funds to meet any obligation under any Public or Private Employee Benefits Plan.

#### III. DEFINITIONS

The definitions in the Policy of bodily injury and property damage apply to the insurance afforded hereby and the following additional definitions apply to this insurance:
(1) "Insured" manne

- "Insured" means the Named Insured designated in the Declarations as such and also any partner, executive officer, director, stockholder, or employee thereof, provided such employee is authorized by the Named Insured to act in the administration of the Named Insured's Public and Private Employee Benefits. The insurance applies separately to each Insured against whom claim is made or suit is brought except with respect to the application of the deductible or limits of liability.
  "Private Employee Benefits" means group life insurance, group accident or health insurance, profit-sharing plans, pension plans and employee
- stock subscription plans.
- "Public Employee Benefits" means Workers' compensation, unemployment insurance, social security and disability benefits insurance.
  "Administration". As respects the insurance afforded hereby, the unqualified word "administration" wherever used shall mean:
- (a) Giving counsel to employees including their dependents and beneficiaries but only with respect to Private Employee Benefits;

(b) Interpreting Public or Private Employee Benefits:

(c) Handling records in connection with Public or Private Employee Benefits;

(d) Effecting enrollment, termination or cancellation of employees under Public or Private Employee Benefit Programs: performed by a person authorized by the Named Insured to do such acts.

#### IV. POLICY PERIOD: TERRITORY

This insurance applies only to claims first made against the Insured during the policy period described in the Declarations within the United States of America, its territories or possessions or Canada, resulting from negligent acts, errors or omissions in the Administration of Public and Private Employee Benefits, provided the Insured at the effective date of this insurance had no knowledge of or could not have reasonably foreseen any circumstances which might result in such claim.

# LIMITS OF LIABILITY: DEDUCTIBLE

(1) Regardless of the number of persons or organizations bringing claims or suits against the insured and regardless of the number of persons or organizations insured hereunder, the total limit of the Company's liability to pay damages because of all claims made against the Insured during any single endorsement year shall not exceed the amount shown in the Declarations as "Aggregate", regardless of time of payment. Subject to the foregoing provision respecting Aggregate Annual Limit of Liability, the limit of liability stated in the Declarations as applicable to "each employee" is the total limit of the Company's liability for all damages for loss to which this insurance applies sustained by any one employee including the employee's deep death and hereficiaties.

such employee's dependents and beneficiaries. (over) This endorsement forms a part of the policy to which attached, effective on the inception date of the policy, unless otherwise stated hereing

(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement effective

Endorsement No. 17

Confidential Business Information

.....Authorized Agent.

(2) \$1,000 shall be deducted from the amount of each claim for damages covered hereunder, and the Company shall be liable for damages only in excess of that amount. Claims based on or arising out of the same negligent act(s), error(s) or omission(s) of one or more of the Insureds shall be considered a single claim and only one deductible shall be applied to each single claim. The Company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the Insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

VI. CLAIMS MADE EXTENSION CLAUSE

If, during the policy period hereof, the Insured shall first become aware of any negligent act(s), error(s) or omission(s) which may subsequently give rise to a claim against any Insured and shall during the policy period hereof give written notice to the Company of such negligent act(s), error(s) or omission(s), then any such claim which is subsequently made against the Insured arising out of such negligent act(s), error(s) or omission(s) shall for the purposes of this policy be deemed to have been first made against the Insured during the policy period.

11. SUPPLEMENTARY PAYMENTS

The Company will pay in addition to the limits of liability shown in the Declarations all costs, charges and expenses incurred by the Company in the investigation, settlement, defense and negotiation of any claim coming within the terms of this insurance, but, in the event of any judgment in excess of the amount of the limit available under this insurance, the Company's liability for the costs and expenses incurred by it or with its consent shall be such proportion thereof as the amount of the limit available under this insurance bears to the amount paid to dispose of the claim. In no event shall the Company be obligated to pay any claim or judgment or to defend or continue the defense of any suit after the limit of the Company's liability has been exhausted by payment of judgments or settlements.

II. CONDITIONS

The Conditions of the Policy entitled "Action Against The Company", "Other Insurance", "Subrogation", "Changes", "Assignment", "Cancellation", "Declarations" apply to the insurance afforded hereby and the following Conditions apply:

A. Premium.

The premium stated in the Declarations is an estimated premium only. Upon termination of each annual period covered by this endorsement, the Named Insured, on request, will furnish the Company a statement of the total number of employees at the end of the period and the earned premium shall be computed in accordance with rates set forth above. If the earned premium thus computed exceeds the estimated advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Insured subject to the Minimum Premium for this insurance stated in the Declarations.

The Named Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the endorsement period and at such times during the endorsement period as the Company may direct.

B. Audit

The Company may examine and audit the Named Insured's books and records at any time during the endorsement period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

C. Insured's Duties In The Event Of Occurrence, Claim Or Suit.

Condition 4 of the Policy applies, provided however that the words "an occurrence" in Section 4(a) are deleted and the phrase "a negligent act, error or omission" is substituted therefor.

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# COMPREHENSIVE GENERAL LIABILITY INSURANCE

# PERSONAL INJURY

IT IS AGREED THAT THE BROAD FORM COMPREHENSIVE GENREAL LIABILITY ENDORSEMENT, SECTION II, PERSONAL INJURY AND ADVERTISING INJURY LIALILITY COVERAGE, PARAGRAPH B IS AMENDED AS FOLLOWS:

EXCLUSION B (1) IS DELETED FROM THE POLICY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception dute of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy)

 Endorsement effective
 Policy No.
 Endorsement No.
 18

 Named Insured
 Additional Premium S
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 SPECIAL NO. 18
 2nd Anniv. S
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TIC 000135

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by	
11.	(Authorized Representative)
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# NATIONAL ACCOUNTS



# THE AETNA CASUALTY & SURETY COMPANY Hartford, Connecticut 06156

# LIABILITY POLICY DECLARATIONS

I. NAMED INSURED

Dillingham Corporation et.al.

(per Endorsement No. 1) 1990 N. California Blvd.,

Suite 930

Walnut Creek, CA 94596-3789

2. POLICY NO.

05AL189534SCA

3. POLICY PERIOD

From 5-1-82) to 5-1-83 at 12:01 A.M.

Standard Time

at the address of the Named Insured as

stated herein.

4. AUDIT PERIOD

Annual, where applicable

5. COVERAGES

LIMITS OF LIABILITY

The limit of the Company's liability shall be as stated herein, subject to all the terms of this policy having reference thereto.

# General Liability

Bodily Injury Liability 🛩 💎	\$1,000,000	- each occurrence	
Property Damage Liability	\$5,000,000	aggregate – other t Cal Gas	than
	\$5,000,000	aggregate - Cal Gas	
Personal Injury Liability & Advertising Injury Liability	\$1,000,000	aggregat <b>e</b>	

# Automobile Liability

Bodily Injury Liability &	\$1,000,000 🖂 each occurrence
Property Damage Liability	
including Cargo Coverage	

<u>Professional Liability</u>		each single claim aggregate
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Employee Benefits Liability	\$1,000,000 \$5,000,000	each employee aggregate
	\$5,000,000	

INTERIM ADIUSTMENT

FIELD OFFICE COPY

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# 6. ENDORSEMENTS MADE PART OF THE POLICY

See endorsement index

7. The declarations are completed on the attached General Liability and Automobile Liability Schedules.

The General Liability and Automobile Liability Schedules disclose all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein:

8. During the past three years no insurer has cancelled insurance issued to the Named Insured, similar to that afforded hereunder, unless otherwise stated herein:

9. TOTAL ADVANCE PREMIUM

\$4,634,607

1st Anniversary 2nd Anniversary

\$ TBD \$ TBD

TBD means "To be determined"

Countersigned by _	 ·	<del></del>
Date		

The Aetna Casualty and Surety Company The Standard Fire Insurance Company The Automobile Insurance Company of Hartford, Connecticut Farmington Casualty Company Aetna Casualty & Surety Company of America Aetna Commercial Insurance Company Aetna Casualty Company of Connecticut Hartford, Connecticut 06156 Aetna Casualty & Surety Company of Illinois Downers Grove, Illinois 60515





Insurance planned for your protection by

TIC 000139

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Printed in U.S.A.

The Aetna Casualty and Surety Company

The Standard Fire Insurance Company

The Automobile Insurance Company of Hartford, Connecticut Hartford, Connecticut 06156

Aucille M. Hickerson	Type Bank
Secretary	President
Aetna Casualty &	Surety Company of Illinois
Downers G	Grave, İllinois 60515
Secretary	President
Farmington Hartford	n Casualty Company Connecticut 06156
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Secretary	President
Acres Occasion A	0
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Secretary	President
Aetna Commer	cial Insurance Company
Aetna Casualty	Company of Connecticut
	Connecticut 06156
Secretary	President

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# AETNA CASUALTY & SURETY COMPANY

# HARTFORD, CONNECTICUT

(A Stock Insurance Company, hereinafter called the Company)

Agrees with the insured named in the declarations and made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to all the terms of the policy:

### Insuring Agreements

# A. Liability Insurance

The company will pay on behalf of the insured all sums which the insured shall become obligated to pay as damages by reason of liability imposed by law or assumed under contract or agreement, because of

- 1. bodily injury or property damage to which this insurance applies caused by an occurrence, or
- 2. personal injury or advertising injury to which this insurance applies;

and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury, personal injury, advertising injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit filed after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

### B. Exclusions

This insurance does not apply:

- to bodily injury, personal injury, advertising injury or property damage for which the insured has assumed liability under any contract or agreement, if such injury or damage occurred prior to the execution of the contract or agreement;
- if the insured is an architect, or surveyor, to bodily injury, or property damage arising out of the rendering or failure to render professional services performed by such insured, including
  - a. the preparations or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and

- supervisory, inspection or engineering services;
- 3. to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - a. any aircraft owned or operated by or rented or loaned to any insured, or
  - b. any other aircraft operated by any person in the course of his employment by any insured,

but this exclusion does not apply to operations by independent contractor, nor to liability assumed by the insured under any contract or agreement;

- 4. to personal injury or advertising injury
  - a. arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the named insured;
  - b. arising out of libel or slander or a publication or utterance in violation of an individual's right of privacy if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
  - c. arising out of libel or slander of the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the named insured with knowledge of the falsity thereof;
  - d. arising out of discrimination in any jurisdiction where such insurance is prohibited by legisation or court decision, or held to be in violation of public policy in the jurisdiction;
- 5. to advertising injury arising out of
  - a. failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
  - b. infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
  - c. incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

- b. The control of wertising injury
  - a. to any insured in the business of advertising, broadcasting, publishing or telecasting, or
  - b. to any injury arising out of any act committed by the named insured with actual malice;
- 7. to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
  - a. liability assumed by the insured under any contract or agreement, or
  - b. expenses for first aid under the supplementary payments provision;
- to any obligation for which the insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;
- 9. to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to idemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under any contact or agreement;
- 10. to property damage to property owned by the insured;
- 11. to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - a. a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
  - b. the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

- of such products or any part of such products; but, this exclusion shall apply only to that particular part of the product out of which damages arise;
- 13. to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith; but this exclusion shall apply only to that particular part of work or property out of which damages arise;
- 14. to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any such products, work or property are withdrawn from the market or for use because of any known or suspected defect or deficiency therein;
- 15. to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- 16. to marine occurrences covered by any policy which provides marine coverages to any insured; but this exclusion applies only to the extent that marine insurance is available to the named insured.

### II. Persons Insured

Each of the following is an insured under this insurance to the extent set forth below:

- A. except with respect to the ownership, maintenance, or use including loading or unloading of any automobile
  - I. if the named insured is a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof, but only with respect to his liability as such;
  - 2. If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;

- but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business:
- 4. if the named insured is other than an individual, partnership or joint venture, the organization so designated;
- 5. any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured.

This insurance does not apply to bodily injury, personal injury, advertising injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the policy as a named insured.

- B. with respect to the ownership, maintenance, or use including loading or unloading of any automobile,
  - I. the named insured;
  - any other person while using an automobile owned, hired or borrowed by the named insured with the permission of the named insured, except none of the following is an insured:
    - a. the owner of an automobile the named insured hires or borrows from an employee of the named insured or a member of his or her household;
    - b. any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the named insured:
    - a lessee or borrower or any of their employees, while moving property to or from an automobile;
  - 3. any other person or organization but only with respect to his or its liability because of the conduct of an insured under I or 2 above. The owner or any other person from whom the named insured hires or borrows an automobile is an insured only if the automobile is a trailer connected to an automobile owned by the named insured.

### III. Additional Persons insurve

- A. any employee of the named insured while acting on behalf of the named insured is an insured, subject to the following:
  - if claim is made or suit is filed against the named insured and an employee, the named insured shall immediately notify the company in writing that the employee is covered as an additional insured; and
  - 2. insurance with respect to any such employee does not apply to injury or sickness, disease or death of another employee of the same employer injured in the course of such employment.
- B. any person, corporation, municipality, or other legal entity to whom the named insured is obligated by contract to provide insurance, or which it may agree to insure, is an additional insured.

# IV. Limits of Liability

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury, personal injury, advertising injury or property damage, (3) claims made or suits brought on account of bodily injury, personal injury, advertising injury, or property damage, or (4) automobiles to which this policy applies, the company's liability is limited as follows:

# A. bodily injury and property damage

l. the limit of liability stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages because of bodily injury and property damage sustained by one or more persons or organizations as the result of any one occurrence, provided that with respect to any one occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied to provide separate limits required by such law for bodily injury liability and for property damage liability to the extent of the coverage required by such law, but the separate application of such limits shall not increase the total limit of the company's liability.

- 2. subject to the chove precision respecting seen occurrence", the total liability of the company for all damages because of all bodily injury or property damage to which these coverages apply and described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the declarations as "aggregate":
  - a. all property damage arising out of premises or operations or contractors' equipment but excluding property damage included in subparagraph (c) below;
  - b. all property damage included within contractual liability;
  - all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, but this subparagraph (c) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
  - d. all bodily injury and property damage included within the products hazard and all bodily injury or property damage included within the completed operations hazard;

such aggregate limit shall apply separately as respects subparagraphs (a), (b), (c) and (d) above and under subparagraphs (a), (b) and (c) separately with respect to each project away from premises owned by or rented to the named insured;

- for the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence;
- B. personal injury

regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this policy as "aggregate";

- C. except with respect to the limits of the company's liability, the insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any persons included within the person insured provision of the insurance against any other such persons;
- D. while an automobile is away from the state where it is licensed, the company will:
  - 1. increase the limits of liability on this policy to meet those specified by a compulsory or financial responsibility law in the jurisdiction where the automobile is being used, and
  - 2. provide the minimum amounts and types of other coverages such as "no-fault", required of out-of-state automobiles by the jurisdiction where the automobile is being used.

### V. Policy Period, Territory

This insurance applies only to:

- A. bodily injury or property damage which occurs during the policy period within the policy territory, or
- B. personal injury or advertising injury if the offense is committed during the policy period within the policy territory.

With respect to any claim made or suit instituted outside the United States of America, its territories or posessions, Canada or Puerto Rico:

- A. the insured shall undertake the investigations, settlement and defense of such claims or suits and keep the company advised of all such proceedings and actions, and
- B. the company's obligation under this policy shall be limited to indemnification of the insured as respects damages and expenses, including defense.

### VI. Definitions

When used in this policy (including endorsements forming a part hereof):

"advertising injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan;

Page 8 of 17

"bodily injury" means, but not by way or minimum, board, mijory, mental injury, mental anguish, shock, fright, or any aggravation thereof, humiliation, sickness, disease, assault and battery committed by or at the direction of the insured in order to defend persons or property, incidental medical malpractice, disability, loss of services, care and expense thereof, which occurs duing the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representaion or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- I. when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- 2. when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- 3. when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

- a. operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof.
- b. the existence of tools, uninstalled equipment or abandoned or unused materials, or
- c. operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"company" means The Aetna Casualty and Surety Company, Maintona, Connecticut, a stock insurance company;

"contract" means any contract or agreement relating to the conduct of the insured's business;

"hired automobile" means an automobile not owned by the named insured which is used under contract in behalf of, or loaned to, the named insured, provided such automobile is not owned or registered to in the name of

- 1. a partner or executive officer of the named insured or
- 2. an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

"incidental medical malpractice injury" means injury arising out of the rendering of or failure to render during the policy period, by an insured or indemnitee not engaged in the business or occupation of providing any of the services described, the following services:

- 1. medical, surgical, dental, x-ray or nursing service or first aid or the furnishing of food or beverages in connection therewith; or
- 2. the furnishing or dispensing of drugs or medical, dental or surgical supplies or applicances;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"named insured" means the organization named in Endorsement No. 1 of this policy:

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under its name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such a container, rented to or located for use of others but not sold:

"non-owned automobile" means an automobile which is neither an owned automobile nor a hired automobile:

"owned automobile" means an automobile owned by the named insured;

"occurrence" means either an accident, event or a continuous or repeated exposure to conditions which result in bodily injury or property damage, not intended from the standpoint of the named insured except intentional acts by or at the direction of the insured to protect persons or property. All exposure to substantially the same conditions or emanating from each insured location shall be deemed one occurrence:

"personal injury" means injury arising out of one or more of the following offenses:

- 1. false arrest, detention, imprisonment, or malicious prosecution;
- 2. wrongful entry or eviction or other invasion of the right of private occupancy;
- a publication or utterance of a libel or slander or other defamatory or disparaging material or a publication or utterance in violation of an individual's right of privacy, except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured;
- 4. discrimination;

"policy territory" means:

- 1. the United States of America, its territories or possessions, Canada, Puerto Rico, or
- 2. offshore and on any international waters or airspace, or
- 3. anywhere in the world with respect to damages because of bodily injury, personal injury, advertising injury or property damage arising out of the products or completed operations hazards, or arising out of activities of persons employed to work principally within the territory described in paragraph I above, while outside the policy territory, provided the original suit for damages is brought within the territory described in paragraph I above;

"private passenger automobile" means a four-wheel private passenger or station wagon type automobile;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means:

- I. physical injury to or destruction of tangible and intangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom,
- 2. loss of use of tangible and intangible property which has not been physically injured or destroyed, or
- 3. all other indirect and consequential damage for which legal liability exists.

provided any loss of use is caused by an occurrence during the policy period;

"trailer" includes a semi-trailer.

# VII. Supplementary Payments

The company will pay, in addition to the applicable limit of liability:

- A. all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- B. premiums on appeal bonds required in any such suit, premiums on bonds to release attachents in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- C. expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- D. reasonable expense incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

# A. Premiums

- I. All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.
- 2. Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each policy period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.
- 3. The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

# B. Inspection and Audit

- 1. The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulations.
- 2. The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under terms of this policy except for the agreement contained in this paragraph.

- D. Insured's Duties in the Event of Occurrence, Claim or Suit
  - In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given to the company or its agents as soon as practicable after Dillingham Corporate Risk Management, 1990 N. California Blvd., Suite 930, Walnut Creek, CA 94596-3789, becomes aware of such occurrence, claim or suit.
  - 2. If a claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representaive. The rights of the named insured shall not be prejudiced under this policy if there is a failure to give notice of an occurrence which at the time of its happening did not appear to involve this policy, but which at a later date would appear to give rise to claims thereunder.
  - 3. The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

- No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.
- 2. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

### F. Other Insurance

- 1. This policy is excess of, and not contributing with, other collectible insurance, except such other insurance purchased to apply in excess of this policy.
- 2. In the event there is other concurrent insurance covering operations also covered by this policy, except insurance purchased to apply in excess of this policy, the insurance afforded by this policy shall be excess unless the policy is intended by or required of the named insured to be primary and shall, in any event, cover the named insured on a primary basis for difference-in-conditions between this policy and any other insurance.

### G. Subrogation

In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefore against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

2. The company shall have no right of subrogation against any subsidiary or allied company owned or controlled by the insured nor against any person or organization in respect of which the insured has assumed any liability under any contract or agreement, nor against any persons or organization for whom the insured has previously agreed to waive subrogation rights.

### H. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

# I. Assignment

Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

# J. Three Year Policy

If this policy is issued for a period of three years, any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

### K. Cancellation

1. This policy may be cancelled by the named insured by mailing to the company written notice stating when not less than thirty days thereafter such cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown on this policy, written notice stating when not less than ninety days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

- 2. The company and man to me named insured, written notice stating when not less than ninety days thereafter, non-renewal or material changes shall be effective.
- 3. In the event of cancellation, earned premium shall be computed pro-rata. Premium adjustment may be made either at time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

### L. Arbitration

With respect to contractual liability coverage, Dillingham Corporate Risk Management shall have the right to approve the company's choice of arbitrator.

### M. Declarations

By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

### N. Cross Liability

The inclusion of more than one insured under this policy shall not in any way affect the rights of such insured either as respects any claim, demand, suit or judgment made, brought or recovered by, or in favor of any other insured, or by or in favor of any employee of such other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the company's liability as set forth elsewhere in this policy.

# O. Conflict of Coverage

In the event of any conflict in terms of the declarations, insuring agreements, exclusions, supplementary payments, conditions and endorsements, coverage is to be provided in accordance with the terms most advantageous to the insured.

# ENDORSEMENT NO. 1

# NAMED INSURED

- 1. Dillingham Corporation, its subsidiaries, associated and affiliated companies, partnerships, sponsored joint ventures, any interest of Dillingham only in nonsponsored joint ventures and any company or organization coming under the interest or control or active management of any of them, and any entity or party required to be insured under any contract or agreement or which it may agree to insure, as now or hereafter constituted.
- 2. Officers, directors, board advisors, partners and stockholders while acting on behalf of the named insured.
- 3. Corporate officers acting in volunteer capacities with outside organizations, provided that these activities are conducted with the support and/or encouragement of the named insured.

TIC 000158

### Live Comment of Medical

Number	Form No.	Description
1	Special No. I	Named Insured
2	Special No. 2	Professional Liability
3	Special No. 3	Employee Benefits Program-Liability
4	Special No. 4	Nuclear Energy Liability Exclusion
5 ·	Special No. 5	Ball-Conco BPA
6	Special No. 6	Auburn Constructors
7	Special No. 7	Ball-Dew
8	Special No. 8	Ball-Healy-Horn
9	Special No. 9	Composite Rate - Joint Ventures (GL
10	Special No. 10	Composite Rate - Joint Ventures (AL)
11	CP 09 25	Use of Other Automobiles
12	MCS-90	Motor Carrier Act of 1980 – Dillingham Corporation
13	MCS-90	Motor Carrier Act of 1980 - Cal Gas Corporation
14	MCS-90	Motor Carrier Act of 1980 - Propane Transport, Inc.
15	MCS-90	Motor Carrier Act of 1980 - Petroleum Transportation Corp.
16	MCS-90	Motor Carrier Act of 1980 - Norco Transportation Co.
17	MCS-90	Motor Carrier Act of 1980 - Foss L&T
18	18152	Co. Personal Injury Protection - Arkansas
19	18111	Personal Injury Protection - Colorado
20	14653	Personal Injury Protection - Florida

21	18186-C	Personal injury Profession - Georgia
22	18154-E	Basic No Fault - Hawaii
23	14703	Personal Injury Protection - Illinois
24	18070-A	Personal Injury Protection - Kansas
25	18048 <b>-</b> B	Personal Injury Protection - Michigan
26	18174-A	Personal Injury Protection - Minnesota
27	18085 <b>-</b> B	Personal Injury Protection - Nevada
28	14776-B	Personal Injury Protection - Oregon
29	CC-710	Automobile Personal Injury Protection - Oregon
30	241B	Personal Injury Protection - Texas
31	18075-D	Personal Injury Protection - Utah

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TIC 000161

LIFE & CASUALTY

Policy No. 05 AL 18953

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Page No.

1

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

The rating classifications stated herein, except as fically provided elsewhere in this policy, do not ma	speci- adifo			PREMIUM		RA.	r E S	ADVAN	CE PREMIUM
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### ENDORSEMENT NO. 2

# PROFESSIONAL LIABILITY

# 1. Insuring Agreement

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of an act, error or omission for which the named insured or its employees while acting in their capacity as such may be held legally liable, committed or alleged to have been committed provided always that:

- A. claim is first made against the insured after the effective date of the policy to which this endorsement is attached and prior to its cancellation date by reason of such act, error or omission and,
- B. the insured's legal liability arises out of the performance of professional services, and
- C. Dillingham Corporate Risk Management, 1990 N. California Blvd., Suite 930, Walnut Creek, CA 94596-3789, had no knowledge of such act, error or omission as of the effective date of this coverage.

## II. Endorsement Period, Territory

This endorsement applies only to claims made against the insured during the period of the policy to which this endorsement is attached, within the United States of America, its territories, possessions, Puerto Rico and Canada.

# III. Limits of Liability

The liability of the company for each single claim shall not exceed the amount stated in the declarations for "each single claim," and subject to that limit for each single claim, the total limit of the company's liability for all claims during an annual period shall never exceed the amount stated in the declarations as "aggregate." The inclusion herein of more than one insured or the making of claims or the bringing of suits by more than one person or organization, shall not operate to increase the limit of the company's liability for each single claim and in the aggregate.

Special No. 2

Endorsement No. 2 Page 1 of 4

# 7. Defense, Settlement, Cooperation, Supplementary Pagments

- A. The company shall defend any suit against the insured seeking damages to which this endorsement applies, even if any of the allegations of the suit are groundless, false or fraudulent and it is agreed that the company may make such investigation of any claim or suit as they deem expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.
- B. The company shall not settle any claim without the consent of the insured. If, however, the insured shall refuse to consent to any settlement recommended by the company and shall elect to contest the claim or continue any legal proceedings in connection with such claim, then the company's liability for the claim shall not exceed the amount for which the claim could have been so settled plus claims expenses incurred up to the date of such refusal. Such amounts are subject to the provisions of Paragraph III, Limits of Liability.
- C. The Company shall pay in addition to the applicable limits of liability, all claims expenses and fees and expenses of independent adjusters incurred with the consent of the company, provided however, that in the event a payment in excess of the amount of the limits of liability available under this endorsement is to be made to dispose of a claim, the company's liability for such claims expenses and fees and expenses of independent adjusters incurred with its consent shall be such proportion thereof as the amount of the limits of liability available under this endorsement bears to the amount to dispose of the claim.

### V. Exclusions

The insuring agreements and all provisions of this endorsement shall not apply to:

- A. Bodily injury, sickness, death or disease to any employee of the insured arising out of and in the course of his employment by the insured or any obligation for which the insured or any carrier as his insurer may be liable, under any workers' compensation, unemployment compensation, employer's liability, disability benefits law or any similar law, but this exclusion shall not apply to any contractual obligations assumed by the insured.
- B. The insolvency or bankruptcy of the insured or any other person, firm or organization.
- C. The advising or requiring of, or failure to advise or require, or failure to maintain, any form of insurance, suretyship or bond, either with respect to the insured or any other person.

Endorsement No. 2 Page 2 of 4

- D. the ownership, maintenance, operation or use, including loading and unloading, by or on behalf of the insured, of watercraft, automobiles, motor vehicles, aircraft or mobile vehicles of any kind:
- E. the failure to complete drawings, specifications or schedules of specifications on time, or the failure to act upon shop drawings on time, but this exclusion does not apply if such failures are the result of an act, error or omission in the drawings, plans, specifications, schedules or shop drawings;
- F. any claims which are covered under any other coverage of the policy to which this endorsement is attached;
- G. any dishonest, fraudulent, criminal, malicious or knowingly wrongful acts, errors or omissions committed by or at the direction of the named insured.

### VI. Definitions

- A. "insured" means the named insured so designated in the declarations, any partner, director, officer, employee or agent of the named insured while acting in the course of their duties conducted by them for and on behalf of the named insured solely in their professional capacity as described in the declarations;
- B. "claim" means a demand for money or services, including the service of suit or institution of arbitration proceedings against the insured;
- C. "single claim" Two or more claims arising out of one or a series of acts, errors or omissions of a similar type shall be treated as a single claim;
- D. "claims expenses" means (1) fees charged by any attorney designated by the company, (2) all other fees, costs and expenses resulting from the investigating, adjustment, defense and appeal of a claim, if incurred by the company, and (3) fees charged by any attorney designated by the insured with the written consent of the company;
- E. "damages" shall not include fines, penalties, nor the return or withdrawal of fees.

### VII. Conditions

The Conditions of the policy entitled "Insured's Duties in the Event of Occurrence, Claim or Suit", "Action Against Company", "Other Insurance", "Subrogation", "Changes", "Assignment", "Three Year Policy", "Cancellations", "Cross Liability" and "Conflict of Coverage" apply to the insurance afforded hereby and the following additional Conditions apply:

# A. Discovery Clause

If during the period of the policy to which this endorsement is attached, Dillingham Corporate Risk Management first becomes aware that a specific act, error or omission in professional services has been committed for which coverage is provided and if Dillingham Corporate Risk Management shall during the policy period give written notice to the company of:

- 1. the specific act, error or omission; and
- 2. the injury or damage which has or may result from such act, error or omission; and
- 3. the circumstances by which Dillingham Corporate Risk Management first became aware of such act, error or omission;

then any claim that may subsequently be made against the insured arising out of such act, error or omission shall be deemed for the purposes of this insurance to have been made during the policy period. Dillingham Corporate Risk Management shall cooperate fully with the company as provided in the policy to which this endorsement is attached, and any investigation conducted by the company or its representatives shall be subject to the terms set forth in this policy.

### B. Conformity to Statute

Terms of this endorsement which are in conflict with any applicable statutes of the state wherein this endorsement is issued are hereby amended to conform to such statutes.

### ENDORSEMENT NO. 3

### EMPLOYEE BENEFIT PROGRAM-LIABILITY INSURANCE

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages on account of any claim made against the insured by:

- I. an employee;
- a former employee;
- 3. the beneficiaries or legal representatives thereof;

for injury caused by any negligent act, error or omission in the administration of employee benefit programs.

The company shall have the right and duty to defend any suit against the insured alleging such negligent act, error or omission and seeking damages on account thereof, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

The company, under this insurance, shall not be liable for more than the limit of liability specified in the declarations as applicable to "each claim" for all damages incurred on account of any claim or suit covered hereunder; the limit of liability stated as "aggregate" is, subject to the above provision respecting each claim, the total limit of the company's liability for all damages incurred on account of all claims or suits covered hereunder and occurring during each consecutive annual period. This insurance applies separately to each insured against which claim is made or suit brought, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

The company will pay, in addition to the limits of liability:

- all expenses incurred by the company, all costs taxed against the insured in any suit defended by the comapny and all interest on the entire amount of any judgment therein which accures after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon:
- 2. premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability and the cost of bail bonds required of the insured because of a claim to which this insurance applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

Special No. 3

Endorsement No. 3 Page 1 of 3 assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

### Exclusions

This insurance does not apply:

- 1. to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation;
- 2. to bodily injury to, sickness, disease or death, of any person, or to injury to or destruction of any tangible property, including loss of use thereof;
- to any claim for failure of performance of contract by any insurer;
- 4. to any claim based upon the insured's failure to comply with any law concerning workers' compensation, unemployment insurance, social security, disability benefits or the Employee Retirement Income Security Act of 1974 or any similar legislation that may be enacted;
- 5. to any claim based upon:
  - a. failure of any investment plan to perform as represented by an insured;
  - b. advice given by an insured to an employee to participate or not to participate in investment subscription plans;
- 6. to any damages arising out of the inability of employee benefit programs to meet their obligation due to insolvency;
- 7. to fines, penalties or taxes.

### Who is insured

The word "insured" includes not only the named insured, but also any partner, executive officer, director, stockholder, or any person for whose acts the named insured is legally liable, provided such person is authorized to act in the administration of the insured's employee benefit programs.

### When insured

Coverage provided under this insurance applies only to:

 claims brought against the insured while this insurance is in effect for acts that occurred before the effective date of this insurance provided that Dillingham Corporate Risk Managment at the effective date of this insurance had no knowledge of or could not have reasonable foreseen any circumstances which might result in a claim or suit;

> Endorsement No. 3 Page 2 of 3

date of this insurance and prior to its termination and concerning which Dillingham Corporate Risk Management has given written notice to the company prior to termination of this insurance.

What To Do When Notice of Claim Is Received

In the event of a claim, notice shall be given by or on behalf of Dillingham Corporate Risk Management to the company or any of its authorized agents. Dillingham Corporate Risk Management shall upon receiving information as to the alleged negligent act, error or omission, give notice to the company of the allegations as to the negligent act, error or omission as soon as practicable. If suit is brought, Dillingham Corporate Risk Management must immediately forward to the company every summons or other process received by them.

### ENDOINSEMENT NO. 4

# NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

- I. This policy does not apply:
  - A. under any liability coverage, to bodily injury or property damage
    - (1) with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
  - B. under any medical payments coverage, or under any supplementary payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
  - C. under any liability coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
    - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
    - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
    - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

Special No. 4

Endorsement No. 4 Page 1 of 2 "hazardous properties" include radioactive, toxic or expolsive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", special "nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor;
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, of more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

Endorsement No. 4 Page 2 of 2

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

# COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE

IT IS AGREED THAT ITEM 1 OF THE DECLARATIONS, NAMED INSURED, IS AMENDED TO INCLUDE THE FOLLOWING IN ACCORDANCE WITH THE ATTACHED:

BALL CONCO BPA, A JOINT VENTURE COMPRISED OF GORDON H. BALL INC. AND CONCO-BPA INC., FOR THE PROJECT KNOWN AS SALT-GILA.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein

The information below is required only when this endorsement is usued subsequent to preparation of policy?

Endorsement No. Endorsement effective Policy No. Named Insured Additional Premium \$ 18 PD Return Premium \$ In Advance 5 5 1st Anniv. \$ SPECIAL NO. 5 2nd Anniv. \$

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

TIC 000172

Countersigned by (Authorized Representative) AEtha

Policy No. 05 AL 18953! CA

Page No. 1

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Cwner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

The rating classifications stated herein, except as	speci-		Ì	PREMIUM	RAT	'ES	ADVANCE	PREMIUM
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POLICY NO. (OFFICE DE-SYMBOL-SER, NO.-SUFFIX) 05 AL ,534 SCA

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Description of Hazards:

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

### COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE

IT IS AGREED THAT ITEM 1 OF THE DECLARATIONS, MAMED INSURED, IS AMEDDED TO INCLUDE THE FOLLOWING IN ACCORDANCE WITH THE ATTACHED:

A JOINT VENTURE COMPRISED OF GORDON H. BALL INC., GUY F. ATKINSON COMPANY AND THE ARUNDEL CORPORATION, DBA AUBURN CONSTRUCTORS, KNOWN AS KERCKLOFF 2.

This endorsement, issued by the of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

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SPECIAL NO. 6		2nd Anniv. \$	5	

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

TIC 000175

(Authorized Representative)



Policy No. 05 AL 189534

Page Na.

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Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Gwner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

The rating classifications stated herein, except as fically provided elsewhere in this policy, do not mod	speci-			1	REM		RA	TES	ADVANCE	PREMIUM
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AUTOMOBILE SCHEDU' 5

POLICY NO. (OFFIC DE-SYMBOL-SER, NO. - SUFFIX) PAGENO. 05 AL J9534 SCA

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any de-

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

#### COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE

IT IS AGREED THAT ITEM 1 OF THE DECLARATIONS, NAMED INSURED, IS AMENDED TO INCLUDE THE FOLLOWING IN ACCORDANCE WITH THE ATTACHED:

BALL DEW, A JOINT VENTURE COMPRISED OF GORDON H. BALL INC. AND DEW CONSTRUCTION COMPANY. FOR THE PROJECT KNOWN AS CHICAGO XI.

This endorsement issued his one of the below named companies, forms a part of the policy to, which attached, effective on the inception date of the policy unless otherwise stated herein.

The information helow is required only when this endorsement is usued subsequent to preparation of policy r

Endorsement effective	Policy No	Endorse	ment No. 7	
Numed Insured				
Additional Premium 5	Return Premium \$	E	d <b>i</b>	PD
		In Advance 5	\$	
		Ist Anniv. 5	5	
SPECIAL NO. 7		2nd Anniv. 5	\$	

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

TIC 000178

Countersigned by _

(Authorized Representative)

Discription of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises iCuner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

The rating classifications stated herein, except as fically provided elsewhere in this policy, do not mo	speci-			PREMIUM	R	ATES	ADVANCE	PREMIUM
any of the other provisions of this policy.			<u>L</u>	8 A S E S t	81	PD	81	P D
A. PREMISES-OPERATIONS		ľ	1.	Area sq. ft.		sq. ft.		
B. ESCALATORS			1 1	Frontage	Perlin			
C. INDEPENDENT CONTRACTORS				Payrolt	Per \$10	00	٠٠, ا	, ,
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D. COMPLETED OPERATIONS		HOMBERS	<b>├</b>		Per eac		MINIS	AU 54
E. PRODUCTS				Receipts Number	Per Ji		PREM	IUM
F. CONTRACTUAL	i		-	Cost	Per \$10		-	
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# ...FE&CASUALTY

#### AUTOMOBILE SCHEDU" E

POLICY NO. (OFFIC DOE-SYMBOL-SER, NO. - SUFFIX)

05 A 189534 SCA

PAGENO. 1

Description of Hazards:

Swned Automobile (Liability); Covered Automobiles (Physical Damage)

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to as the terms of the policy having reference thereto:

VEHICLE INFORMATION	RATING INFORMATION	PREMIUMS			
ENTRY YR. OF TRADE NAME GOOK TYPE & MODEL	<u></u>	BI LIABILITY PO LIABILITY PAR	ED. DA YME MEST.		
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If Physical Damage is indicated in the Declarations offerded as follows for newly acquired vehicles (other)		COMP. FIRE THEFT C.A.C.	COLL. TOWING		
FOR FLEET AUTOMATIC  Maximum Limit of Liab I-ty for Physical Damage.	applicable to any newly acquired ve	g code numbers indicates the coverages hicle: (other than replacements)	Report of Changes shall be submitted.		
Any one covered outomobile.	<ol> <li>All covered automobiles.</li> <li>All reg stered covered automobiles</li> </ol>	Value at the 1000	Manthly Custorly		
All covered automobiles at any one lacation.	All covered automobiles of the priv passenger type.      All covered automobiles of the com	6. Excluding vehicles leased short term	Guarrerly Semi-Annuality		
All covered automobile. \$	type.		Annually		

(a) For Collision; (b) As respect newly acquired vehicles and (c) For other Coverages unless otherwise or Explosion if afforded.

1 \$25 per disablement,

TIC 000180

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

#### COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE

IT IS AGREED THAT ITEM 1 OF THE DECLARATIONS, NAMED INSURED, IS AMENDED TO INCLUDE THE FOLLOWING IN ACCORDANCE WITH THE ATTACHED:

BALL HEALY HORN, A JOINT VENTURE COMPRISED OF GORDON H. BALL INC., S. A. HEALY COMPANY AND HORN CONSTRUCTION COMPANY, FOR THE PROJECT KNOWN AS CHICAGO V.

This endorsement issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein

The information below is required only when this endorsement is usued subsequent to preparation of policy i

Endorsement effective	Policy No	Endorsement	⁽⁵⁶⁾ 8	
Numed Insured		·	•	
Additional Premium 5	Return Premium \$	ВІ		PD
		In Advance \$	5	
SPECIAL NO. 8		1st Anniv. \$	5	
SPECIAL NO. O		2nd Anniv. 5	5	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

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Countersigned by		
•	(Authorized Representative)	

LIFE & CASUALTY

Policy No.

05 AL 18 34 SCA

Page No.

1

Ecscription of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of<u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

The rating classifications stated herein, except as fically provided elsewhere in this policy, do not ma	speci-		ĺ	ſ	PREMIUM		RAT	E \$	ADVANCE	PREMIUM
any of the other provisions of this policy.			L		BASES		BI	PD	BI	P D
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D. COMPLETED OPERATIONS		NUMBER:	<u>5 5 .</u>	Un	its	P.	er each		DESIG:	
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F. CONTRACTUAL			7.		mber		er landii	19	PREM	1U M
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#### AUTOMOBILE SCHEDL ' F

POLICY NO. (OFFIC TOE-SYMBOL-SER, NO.-SUFFIX)

05 AL 189534 SCA

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all

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Description of Hazards:

Swned Autom	obile (Liability);	Covered Au	tomobil	les (Phys	<del>•</del> )	the terms of the policy having reference thereto:						
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(d) For Collision;
(b) As respect newly acquired vehicles and
(c) For other Coverages unless otherwise indicated.

t \$25 per disablement.

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TIC 000183

COMPOSITE RATED

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

#### COMPREHENSIVE GENERAL LIABILITY INSURANCE

JOINT VENTURES

#### COMPOSITE RATE

IT IS AGREED THAT THE PREMIUM FOR THIS INSURANCE SHALL BE DETERMINED BY APPLYING THE COMPOSITE RATE SHOWN IN THE POLICY TO EACH \$100 OF GROSS ANNUAL PAYROLL.

This endorsement issued by the below named companies, forms a part of the policy to which attached effective on the inception date of the policy unless otherwise stated herein.

The information below is required link, when this end insement is usued subsequent to preparation of policy r

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Additional Premium 5	Return Premium \$		18		PD
		In Advance 5		5	
		1st Anniv. \$		5	
SPECIAL NO. 9		2nd Anniv. \$		5	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000184

Countersigned by _______(Authorized Representative)

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STAT. PLAN	TERRITORY STATE RATE		OF LIA		LINE DESIG.	FORM CLA		COMR	COLL	DISC.	PREMIUM	EXPOSURE	BILL. 10	ACCOUNT	NUMBER TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE TO THE RESERVE
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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

JOINT VENTURES

#### COMPOSITE RATE

IT IS AGREED THAT THE PREMIUM FOR AUTOMOBILE LIABILITY SHALL BE DETERMINED BY APPLYING THE COMPOSITE RATES SHOWN ON THE APPROPRIATE SCHEDULE TO THE NUMBER OF AUTOMOBILES AT THE EFFECTIVE DATE OF THE POLICY ADDED TO THE NUMBER OF SUCH AUTOMOBILES AT THE EXPIRATION DATE OF THE POLICY AND DIVIDING THE SUM SO OBTAINED BY 2.

This endotsement issued by one of the below named companies forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is usued subsequent to preparation of policy).

Endorsement effective Policy No Endorsement No. 10 Numed Insured Additional Premium 5 Return Premium 5 PD In Advance 5 1st Anniv. 5 SPECIAL NO. 10 2nd Anniv. 5

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

TIC 000185

Countersianed by (Authorized Representative)

9



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

# COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE BASIC AUTOMOBILE LIABILITY INSURANCE AUTOMOBILE MEDICAL PAYMENTS INSURANCE GARAGE INSURANCE AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Fleet Automatic) AUTOMOBILE PHYSICAL DAMAGE INSURANCE (Non-Fleet)

#### USE OF OTHER AUTOMOBILES

#### Schedule

The insurance afforded because of the naming below of any individual is only with respect to such of the following coverages as are indicated by specific premium charge or charges for such individual.

•			Premium		
Name of individual	Bodily Injury Liability	Property Damage Liability	Automobile Medical Payments	Comprehensive	Collision \$50 Ded.
IF AM	INCL.	INCL.			

It is agreed that, subject to the provisions of this endorsement and all of the provisions of the policy not expressly modified by this endorsement: The insurance afforded by the policy under the bodily injury liability, property damage liability and the automobile medical payments coverages for an automobile owned by the named insured and covered by the policy also applies to the use of any other automobile; The insurance afforded by the policy under the comprehensive and collision coverages applies to loss to any automobile of the private passenger type while in the possession or custody of the insured.

#### Persons Insured.

- a. With respect to the bodily injury liability and the property damage liability insurance afforded by this endorsement the persons insured provision of the policy is replaced by the following:
  - (1) Except as provided in paragraph (2) below, each of the following is an insured to the extent set forth below:
    - (a) Each individual named in the schedule of this endorsement and while resident of the same household, the spouse of such individual, and
    - (b) Any other person or organization not owning or hiring the automobile but only with respect to his or its liability because of acts or omissions of an insured under (a) above.
  - (2) . None of the following is an insured:
    - (a) Any person while engaged in the business of his employer with respect to bodily injury to a fellow employee Injured in the course of his employment;
    - (b) Any person while employed in or otherwise engaged in duties in connection with a business or occupation of selling, repairing, servicing, storing or parking automobiles;
    - (c) The employer of any individual named in this endorsement or the partnership of which such individual is a partner.

- b. The automobile medical payments insurance afforded by this endorsement covers the following persons:
  - (1) The individual named in this endorsement and while residents of the same household, his spouse and the relatives of either while occupying or while a pedestrian through being struck by any automobile.
  - (2) Any other person occupying any automobile operated or occupied by the individual named in this endorsement or his spouse white resident of the same household or operated on their behalf by a private chauffeur or domestic servant employed by either of them, provided the bodily injury results from such operation or occupancy.
- c. Comprehensive and collision coverage afforded by this endorsement covers only the individual named in this endorsement and his spouse, while a resident of the same household, as insureds.

#### 2. Exclusions.

The insurance afforded by this endorsement does not apply:

- a. To any automobile owned by the individual named in this endorsement, his spouse or any resident of the same household other than a private chauffeur or domestic servant.
- b. To any automobile used in the business or occupation of the individual named in this endorsement or his spouse by any other person.
- c. Under the automobile medical payments coverage to bodily injury sustained by any person while occupying or while a pedestrian through being struck by any of the following:
  - (1) A vehicle operated on rail or crawler-treads;
  - (2) A farm type tractor or other equipment designed for use principally off public roads while not on public roads;
  - (3) Any land motor vehicle or trailer while located for use as a residence or premises.

    TIC 000186

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

Page 1 of 2

- d. Under the comprehensive and collision coverages to loss arising out of the operation of an automobile sales agency, repair shop, service station, storage garage or public parking place.
- e. Under the automobile medical payments coverage, to any automobile while used by an insured as a public or livery conveyance; but this exclusion does not apply to bodily injury resulting from the insured's occupancy of such automobile other than as operator.

54 F 2 8

The exclusion of the policy relating to public or livery conveyances
does not apply to the bodily injury liability afforded by this endorsement. Exclusion (e) of the Garage Liability Coverage does not apply to
the insurance afforded by this endorsement.

CP 09 25 (Ed. 10-75)

4. Excess Insurance.

्रमाहर । इस्राध्यम् १, १२) इत् प्रमाणा । १४ तुम्रहर्म् भूषाभूहर्म् मून्युद्धः सामस्या स्थानमः अस्यमा कृतिस्य एव । १० १० ४० सार्यस्य

- a. The insurance afforded by this endorsement for bodily injury liability and for property damage hability is excess over any other valid and collectible insurance, whether primary, excess or contingent, available to the insured.
- b. The insurance afforded by this endorsement for automobile medical payments shall be excess over any other valid and collectible automobile medical payments or medical expense insurance, whether primary, excess or contingent.
- c. The insurance afforded by this endorsement for comprehensive and collision does not apply to any loss covered by any other insurance regardless of whether such insurance protects the interest of the insured, the owner of the automobile or any other person or organization.

Page 2 of 2

#### ENDORSEMENT NO. 11

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

### Comprehensive Automobile Liability Insurance Use of Other Automobiles Schedule

The insurance afforded because of the naming below of any individual is only with respect to such of the following coverages as are indicated by specific premium charge or charges for such individual.

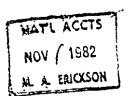
#### Premium

Name of Individual	Bodily Injury Liability	Damage	Automobile Medical Payments	Comprehensive	Collision \$50 Ded.
If Any	Incl.	Incl.			

It is agreed that subject to the provisions of this endorsement and all of the provisions of the policy not expressly modified by this endorsement: The insurance afforded by the policy under the bodily injury liability, property damage liability and the automobile medical payments coverages for an automobile owned by the named insured and covered by the policy also applies to the use of any other automobile; The insurance afforded by the policy under the comprehensive and collision coverages applies to loss to any automobile of the private passenger type while in the possession or custody of the insured.

#### Persons Insured

- A. With respect to the bodily injury liability and the property damage liability insurance afforded by this endorsement the persons insured provision of the policy is replaced by the following:
  - (1) Except as provided in paragraph (2) below, each of the following is an insured to the extent set forth below:
    - (a) Each individual named in the schedule of this endorsement and while resident of the same household, the spouse of such individual, and
    - (b) Any other person or organization not owning or hiring the automobile but only with respect to his or its liability because of acts or omission of an insured under (A) above, providing
    - (c) If claim is made or suit is filed, the named insured immediately notifies the company in writing that such individual, person or organization is to be covered.



- (2) None of the following is an insured:
  - (a) Any person while engaged in the business of his employer with respect to bodily injury to a fellow employee injured in the course of his employment:

Special No. 11A Policy # OSAL1895345Ch Endorsement No. 11A TIC 000188 Endt. 8fc. 5-1-81:1/insham Corporation Page 1 of 2 Named Insured. Billingham Corporation Page 1 of 2

- (b) upny person while employed in otherwise engaged in duties in connection with a business or occupation of selling, repairing, servicing, storing or parking automobiles:
- (c) the employer of any individual named in this endorsement or the partnership of which such individual is a partner.
- B. The automobile medical payments insurance afforded by this endorsement covers the following persons:
  - (1) The individual named in this endorsement and while residents of the same household, his spouse and the relatives of either while occupying or while a pedestrian through being struck by any automobile.
  - (2) Any other person occupying any automobile operated or occupied by the individual named in this endorsement or his spouse while resident of the same household or operated on their behalf by a private chouffeur or domestic servant employed by either of them, provided the bodily injury results from such operation or occupancy.
- C. Comprehensive and collision coverage afforded by this endorsement covers only the individual named in this endorsement and his spouse, while a resident of the same household, as insureds.

#### 2. Exclusions

The insurance afforded by this endorsement does not apply:

- A. To any automobile owned by the individual named in this endorsement, his spouse or any resident of the same household other than a private chauffeur or domestic servant.
- B. To any automobile used in the business or occupation of the individual named in this endorsement or his spouse by any other person.
- C. Under the automobile medical payments coverage to bodily injury sustained by any person while occupying or while pedestrian through being struck by any of the following:
  - A vehicle operated on rail or crawler-treads:
  - (2) A farm type tractor or other equipment designed for use principally off public roads while not on public roads:
  - (3) Any land motor vehicle or trailer while located for use as a residence or premises.

Special No. 11 A

Endorsement No. 11 A
Page 2 of 2

#### DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

. MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer with a gross vehicle weight rating of 10,000 pounds or more propelled or drawn by mechanical power and used on a highway for transporting property.

BODILY INJURY includes injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damge to human health, the natural environment, fish shellfish, and wildlife.

PROPERTY DAMAGE includes damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provisions, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

TIC 000190

ENDORSEMENT NO. 12

This insurance is primary and the condent.	npany shall not be liable	e for amounts in	excess of \$ 1,000	for each acci-
☐ This insurance is excess and the comdent in excess of the underlying limit of \$	ipany shall not be liable	for amounts in ach accident	excess of \$	for each acci-
Whenever required by the Bureau or the and all its endorsements. The company a or the ICC, to verify that the policy is in fo	ilso agrees, upon teleph	one request by	an authorized repre	esentative of the Bureau
Cancellation of this endorsement may be writing to the other party (said 35 days noticent proof of notice), and (2) if the insure (said 30 days notice to commence from the	otice to commence from ed is subject to the ICC'	the date the no s jurisdiction, by	itice is mailed, proof providing thirty (30	of mailing shall be suffi- 0) days notice to the ICC
Issued toDILLINGHAM CORPORATIO	)H	of		
Dated at	this <b>15T</b>	day of	YAY	, 19 <u>32</u>
Amending Policy No. 05 AL 130534	SCA .		·····	
Effective Date 5-1-32	Cou	ntersigned by _		
Name of Insurance Company			Authorized Comp	pany Representative
• •				

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

### SCHEDULE OF LIMITS Public Liability Freight Vehicles With Gross Vehicle Weight Rating of 10,000 Pounds or More

		Combined Single Limit (CSL)			
Type of Carriage	Commodity Transported	July 1, 1981	July 1, 1983		
(1) For — hire (In interstate or foreign commerce)	Property (nonhazardous)	\$ 500,000	\$ 750,000		
(2) For — hire and Private (In interstate or intrastate commerce)	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A and B explosives, poison gas (Poison A), liquefied compressed gas, or compressed gas; or large quantity radioactive materials as defined in 49 CFR 173.389	\$1,000,000	\$5,000,000		
(3) For — hire and Private (In interstate commerce: in any quantity) or (In intrastate commerce: in bulk only)	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above	\$ 500.000	\$1,000,000		

#### DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer with a gross vehicle weight rating of 10,000 pounds or more propelled or drawn by mechanical power and used on a highway for transporting property.

BODILY INJURY includes injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damge to human health, the natural environment, fish shellfish, and wildlife.

PROPERTY DAMAGE includes damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provisions, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

$\ensuremath{\square}$ This insurance is primary and the comp dent.	any shall no	ot be liable f	or amounts in	excess of \$ 1,000,000	for each acci-
☐ This insurance is excess and the compared the in excess of the underlying limit of \$	any shall no	ot be liable fo for eac	or amounts in h accident.	excess of \$	for each acci-
Whenever required by the Bureau or the IC and all its endorsements. The company also or the ICC, to verify that the policy is in force	o agrees, up	pon telephor	ne request by	an authorized representati	ve of the Bureau
Cancellation of this endorsement may be e writing to the other party (said 35 days noticient proof of notice), and (2) if the insured (said 30 days notice to commence from the	ice to comm is subject to date the no	nence from the total time is the ICC's justice is received.	he date the no jurisdiction, by red by the ICC	otice is mailed, proof of mail of providing thirty (30) days at its office in Washington,	ling shall be suffi- notice to the ICC D.C.).
Issued toCAL GAS CORPORATION			of		
Dated at	this	12T	day of	MAX	, 19 <u>-32</u>
Amending Policy No. 05 AL 139534	SCA				····
Effective Date 5-1-32	. <u></u>	Count	ersigned by _		
				Authorized Company Re	presentative
Name of Insurance CompanyC	ASUALTY	& SUNEIY	COMPANY		
. ,					
				<u>-</u>	

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

### SCHEDULE OF LIMITS Public Liability Freight Vehicles With Gross Vehicle Weight Rating of 10,000 Pounds or More

		Combined Single Limit (CSL)			
Type of Carriage	Commodity Transported	July 1, 1981	July 1, 1983		
(1) For — hire (In interstate or foreign commerce)	Property (nonhazardous)	\$ 500,000	\$ 750,000		
(2) For — hire and Private (In interstate or intrastate commerce)	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A and B explosives, poison gas (Poison A), liquefied compressed gas, or compressed gas; or large quantity radioactive materials as defined in 49 CFR 173.389	\$1,000,000	\$5,000,000		
(3) For — hire and Private (In interstate commerce: in any quantity) or (In intrastate commerce: in bulk only)	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above	\$ 500,000	\$1,000,000		



### ENDORSEMENT FOR MOTOR CARRIER POLICIES OF IT OURANCE FOR PUBLIC LIAB.... TY UNDER SECTIONS 29 AND 30 CONTHE MOTOR CARRIER ACT OF 1980

Form MCS-90 (7/81)

#### **DEFINITIONS AS USED IN THIS ENDORSEMENT**

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer with a gross vehicle weight rating of 10,000 pounds or more propelled or drawn by mechanical power and used on a highway for transporting property.

BODILY INJURY includes injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damge to human health, the natural environment, fish shellfish, and wildlife.

PROPERTY DAMAGE includes damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provisions, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

TIC 000194

ENDORSEMENT NO. 14

☼ This insurance is primary dent.	and the company	shall not be	e liable for	ramounts in	excess of \$_1,000,000	for each acci-
☐ This insurance is excess a dent in excess of the underly	and the company sing limit of \$	shall not be	liable for _for each	amounts in accident.	excess of \$	for each acci-
Whenever required by the Buand all its endorsements. The or the ICC, to verify that the p	e company also ag	rees, upon t	telephone	request by	an authorized representati	ve of the Bureau
Cancellation of this endorsen writing to the other party (sai cient proof of notice), and (2) (said 30 days notice to comme	d 35 days notice to if the insured is so	o commence ubject to the	e from the e ICC's jui	e date the no risdiction, by	itice is mailed, proof of mail providing thirty (30) days	ing shall be suffi- notice to the ICC
Issued to PROPAGE TRAN	SPORT INC.		of		······································	
Dated at		this	15 <b>T</b>	day of	M/A	, 19 <u>-82</u>
Amending Policy No0	5 AL 19,534 S	CA				
Effective Date5-1-	<u> </u>		_ Counter	signed by _		:
					Authorized Company Re	
Name of Insurance Company	್ಷವಾಗಿ ೧೫೨೧	ALTY & S	URERY C	J.P.L.Y		

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

### SCHEDULE OF LIMITS Public Liability Freight Vehicles With Gross Vehicle Weight Rating of 10,000 Pounds or More

		Combined Single Limit (CSL)			
Type of Carriage	Commodity Transported	July 1, 1981	July 1, 1983		
(1) For — hire (In interstate or foreign commerce)	Property (nonhazardous)	\$ 500,000	\$ 750,000		
(2) For — hire and Private (In interstate or intrastate commerce)	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A and B explosives, poison gas (Poison A), liquefied compressed gas, or compressed gas; or large quantity radioactive materials as defined in 49 CFR 173.389	\$1,000,000	\$5,000,000		
(3) For — hire and Private (In interstate commerce: in any quantity) or (In intrastate commerce: in bulk only)	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above	\$ 500,000	\$1,000,000		



# ENDORSEMENT F R MOTOR CARRIER POLICIES OF F TURANCE FOR PUBLIC LIAB._ITY UNDER SECTIONS 29 AND 30 C. THE MOTOR CARRIER ACT OF 1980

Form MCS-90 (7/81)

#### **DEFINITIONS AS USED IN THIS ENDORSEMENT**

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer with a gross vehicle weight rating of 10,000 pounds or more propelled or drawn by mechanical power and used on a highway for transporting property.

BODILY INJURY includes injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damge to human health, the natural environment, fish shellfish, and wildlife.

PROPERTY DAMAGE includes damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provisions, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

TIC 000196

ENDORSEMENT NO. 15

CAT. 143014 PRINTED IN U.S.A.

$\Box \chi$ This insurance is primary and the cordent.	mpany shall no	ot be liable fo	or amounts in (	excess of \$ 1,000	for each acci-
☐ This insurance is excess and the comdent in excess of the underlying limit of \$				excess of \$	for each acci-
Whenever required by the Bureau or the and all its endorsements. The company a or the ICC, to verify that the policy is in fo	ilso agrees, up	on telephon	e request by a	n authorized repres	entative of the Bureau
Cancellation of this endorsement may be writing to the other party (said 35 days notient proof of notice), and (2) if the insure (said 30 days notice to commence from the	otice to comme ed is subject to se date the not	ence from the the ICC's juice is receive	e date the not urisdiction, by ed by the ICC a	ice is mailed, proof op providing thirty (30) t its office in Washir	of mailing shall be suffi- days notice to the ICC agton, D.C.).
Issued toPETROLEUM_TRANSPORT.	STILES CORP.	·0	Ť		
Dated at	this	191	day of	MAY	, 19 <u>2</u>
Amending Policy No. 05 44 199	934 2CA		···		
Effective Date					
				Authorized Compa	any Representative
Name of Insurance Company	CASCULTY S	SURETY			
				· .	
				•	

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

### SCHEDULE OF LIMITS Public Liability Freight Vehicles With Gross Vehicle Weight Rating of 10,000 Pounds or More

		Combined Single Limit (CSL)			
Type of Carriage	Commodity Transported	July 1, 1981	July 1, 1983		
(1) For — hire (In interstate or foreign commerce)	Property (nonhazardous)	\$ 500,000	\$ 750,000		
(2) For — hire and Private (In interstate or intrastate commerce)	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A and B explosives, poison gas (Poison A), liquefied compressed gas, or compressed gas; or large quantity radioactive materials as defined in 49 CFR 173.389	\$1,000,000	\$5,000,000		
(3) For — hire and Private (In interstate commerce: in any quantity) or (In intrastate com- merce: in bulk only)	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above	\$ 500,000	\$1,000,000		



### ENDORSEMENT F ? MOTOR CARRIER POLICIES OF I' URANCE FOR PUBLIC LIAB. LITY UNDER SECTIONS 29 AND 30 C. THE MOTOR CARRIER ACT OF 1980

Form MCS-90 (7/81)

#### DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer with a gross vehicle weight rating of 10,000 pounds or more propelled or drawn by mechanical power and used on a highway for transporting property.

BODILY INJURY includes injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damge to human health, the natural environment, fish shellfish, and wildlife.

PROPERTY DAMAGE includes damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provisions, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

TIC 000198

ENDORSEMENT BO. 16

CAT, 143014 PRINTED IN U.S.A.

This insurance is primary and the coldent.	mpany shall no	t be liable for	amounts in	excess of \$ 1,0	00,000 for	each acci-
☐ This insurance is excess and the condent in excess of the underlying limit of \$				excess of \$	for	each acci-
Whenever required by the Bureau or the and all its endorsements. The company or the ICC, to verify that the policy is in for	also agrees, up	on telephone	request by a	an authorized rep	resentative of th	ne Bureau
Cancellation of this endorsement may be writing to the other party (said 35 days notient proof of notice), and (2) if the insure (said 30 days notice to commence from the	otice to comme ed is subject to	ence from the the lCC's juri	date the no sdiction, by	tice is mailed, pro providing thirty (	of of mailing sha (30) days notice (	all be suffi-
Issued to HORCO TRANSPORTATION	යා.	of _	·	·		
Dated at	this	1UT	_ day of	MVA		_, 19 <u>32</u>
Amending Policy No. CO AL 1845	34 2CA					
Effective Date 5-1-02		Counters	igned by	Authorized Cor	mpany Represer	tativo
Name of Insurance Company ATTA C				Authorized Col	npany Kepreser	
	•					
				-		

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

## SCHEDULE OF LIMITS Public Liability Freight Vehicles With Gross Vehicle Weight Rating of 10,000 Pounds or More

		Combined Single Limit (CSL)		
Type of Carriage	Commodity Transported	July 1, 1981	July 1, 1983	
(1) For — hire (In interstate or foreign commerce)	Property (nonhazardous)	\$ 500,000	\$ 750,000	
(2) For — hire and Private (In interstate or intrastate commerce)	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A and B explosives, poison gas (Poison A), liquefied compressed gas, or compressed gas; or large quantity radioactive materials as defined in 49 CFR 173.389	\$1,000,000	\$5,000,000	
(3) For — hire and Private (In interstate commerce: in any quantity) or (In intrastate commerce: in bulk only)	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above	\$ 500,000	\$1,000,000	

#### DEFINITIONS AS USED IN THIS ENDORSEMENT

CCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or enformental damage which the insured neither expected nor intended.

OTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer with a gross vehicle weight rating of ),000 pounds or more propelled or drawn by mechanical power and used on a highway for transporting property.

ODILY INJURY includes injury to the body, sickness, or disease to any person, including death resulting from any of these.

NVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of e accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of my commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures ken to minimize or mitigate damage or potential for damge to human health, the natural environment, fish shellfish, and idlife.

ROPERTY DAMAGE includes damage to or loss of use of tangible property.

JBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

ne insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure impliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the ctor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier afety (Bureau) and the Interstate Commerce Commission (ICC).

consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability sulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility reuirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is becifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured esignated as cargo. It is understood and agreed that no condition, provisions, stipulation, or limitation contained in the colicy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or om the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, solvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorseent is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to simburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach the terms of the policy, and for any payment that the company would not have been obligated to make under the provious of the policy except for the agreement contained in this endorsement.

is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the inared as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the ampany to compel such payment.

he limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and ny payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

he policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits nown:

ENDORSEMENT NO. 17

This insurance is primary and dent.			)	
☐ This insurance is excess and dent in excess of the underlying I	the company shall not be liable imit of \$for ea	for amounts in th accident.	excess of \$	for each asci-
Whenever required by the Burea and all its endorsements. The coor the ICC, to verify that the police	mpany also agrees, upon telepho	ne request by	an authorized represe	ntative of the Bureau
Cancellation of this endorsement writing to the other party (said 35 cient proof of notice), and (2) if the (said 30 days notice to commence	5 days notice to commence from the insured is subject to the ICC's	the date the no jurisdiction, by	otice is mailed, proof of providing thirty (30)	mailing shall be suffi- days notice to the ICC
Issued to FOSS L & T CO.		of		· <del></del>
Dated at	thistST	day of	MAY	, 19 <u>82</u>
Amending Policy No. 05 AL	189534 SCA	<u> </u>		
Effective Date5_1_82	Coun	tersigned by_		
•			Authorized Compar	ny Representative ;
Name of Insurance Company	ETNA CASUALITY & SURETY C			
		<del> </del>	·	

The Motor Garrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

## SCHEDULE OF LIMITS Public Liability Freight Vehicles With Gross Vehicle Weight Rating of 10,000 Pounds or More

		Combined Single Limit (CSL)		
Type of Carriage	Commodity Transported	July 1, 1981	July 1, 1983	
(1) For — hire (In interstate or foreign commerce)	Property (nonhazardous)	\$ 500,000	\$ 750.000	
(2) For — hire and Private (In interstate or intrastate commerce)	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A and B explosives, poison gas (Poison A), liquefied compressed gas, or compressed gas; or large quantity radioactive materials as defined in 49 CFR 173.389	\$1,000,000	\$5,000,000	
(3) For — hire and Private (In interstate commerce: in any quantity) or (In intrastate commerce: in bulk only)	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above	s 500,000	\$1,000.000	

#### E 057a

### AUTOMOBILE PERSONAL INJURY PROTECTION ENDORSEMENT (Arkansas)

The Company agrees with the named insured subject to all of the provisions of this endorsement and to all of the provisions of the policy not expressly modified herein, as follows:

#### SCHEDULE

Item 1. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premium charge or the word "included" and, under each such Coverage, applies only to such **Insured motor vehicles** as are indicated by entry in item 2. The limit of the Company's liability against each such Coverage shall be as stated herein, subject to all of the terms of this endorsement having reference thereto.

COVERAGES	LIMIT OF LIABILITY	ADVANCE PREMIUM	
Automobile Medical Payments Coverage (Section I)	\$5000 each person	\$	
Work Loss Coverage (Section II)	As stated in the Limit of Liability Provision	\$	
Accidental Death Benefit (Section III)	\$5,000 per eligible injured person	\$	
	Total Advance Premium	\$	

Item 2. Designation of Insured Motor Vehicles

(a)	Description of Insured Motor Vehicles age applies:	to which the insurance a	afforded unde	er Section I — A	Automobile Medical P	'ayments Cover-
	Any motor vehicles registered or proceed appropriate box)	rincipally garaged in Ark	ansas which	is:		
	☐ An owned automobile under Part I	of the policy	··			of Mages in set of a
	Owned by the named insured			•	• '	
	A private passenger automobile ow	ned by the named insu			1. The second of the second	•
	☐ A hired automobile	ta in the second of				
	A non-owned automobile		. • <b></b>		177	7 N.
	☐ An automobile covered under Gara	ige Insurance under Ha	zard 1			
	An automobile covered under Gara	ige Insurance under Ha	zard 2	•		
			<u></u>	· · · · · · · · · · · · · · · · · · ·	· : ·	
(b)	Description of Insured Motor Vehicles	s to which the insurance	e afforded ur	nder Section II	Work Loss Cover	age applies:
• •	Any private passenger motor vehicle	e which is:	•		•	•
	Registered or principally garaged in (check appropriate box)					
	☐ An owned automobile under Part I		•		the attemption	:
	Owned by the named insured	Section 1		•		
		tut		·		
(c)	Description of Insured Motor Vehicles	s to which the insurance	afforded und	der Section III -	- Accidental Death E	Benefit applies:
` '	Any private passenger motor vehicle					
	☐ Registered or principally garaged in	n Arkansas and is:	se de la		त्रेब्द्रका सम्बद्धाः सम्बद्धाः । इ.स.च्या	** Tega
	☐ An owned automobile under Part I			•	**************************************	
	Owned by the named insured					•
			· · · · · · · · · · · · · · · · · · ·	···	a a	
This	s endorsement forms a part of the policy		ctive on the	inception date	of the policy unless	otherwise stated
	(The information below is required	d only when this endors	ement is iss	ued subseque	nt to preparation of p	oolicy.)
End	dorsement effective	Policy No.			Endorsement No.	18
Nar	ned Insured	•	•			
	noo moared					
			Counters	signed by	hezinoduA)	Representative)
					(Figurorized	i iopioodina.ivoj

#### SECTION I

#### AUTOMOBILE MEDICAL PAYMENTS COVERAGE

The Company will pay benefits for medical expense with respect to bodily injury sustained by an eligible injured person caused by accident arising out of the maintenance or use of a motor vehicle as a motor vehicle.

#### **Exclusions**

This coverage does not apply to bodily injury:

- (a) sustained by any person to the extent that benefits therefor are in whole or in part paid or payable under any workmen's compensation law, employer's disability or any similar law;
- (b) sustained by the named insured while occupying any motor vehicle owned by such named insured or furnished or available for his regular use and which is not an insured motor vehicle;
- (c) sustained by a relative while occupying any motor vehicle owned by or furnished or available for the regular use of either the named insured or such relative and which is not an insured motor vehicle;
- (d) sustained by any person other than the named insured or a relative while occupying any motor vehicle owned by or furnished or available for the regular use of either the named insured or any relative and which is not an insured motor vehicle;
- (e) sustained by any person while occupying the insured motor vehicle while used as a public or livery conveyance unless such use is stated in the declarations;
- sustained by any person other than the named insured or a relative while occupying any motor vehicle other than the insured
  motor vehicle while used as a public or livery conveyance;
- (g) sustained by any person other than the named insured or a relative,
  - (1) while occupying any motor vehicle other than the insured motor vehicle while employed or otherwise engaged in the business or occupation of selling, repairing, servicing, storing or parking motor vehicles, or
  - (2) arising out of the maintenance or use of any motor vehicle other than the insured motor vehicle or a motorcycle by such person while employed or engaged in any other business or occupation unless the bodily injury results from the operation or occupancy of a private passenger automobile by the named insured or by his private chauffeur or domestic servant, or of a trailer used therewith or with the insured motor vehicle;
- (h) sustained by any person while operating the insured motor vehicle without the express or implied consent of the named insured or while not in lawful possession of the insured motor vehicle;
- sustained by any person while occupying any motor vehicle other than the insured motor vehicle unless such person has, or reasonably believes he has, the permission of the owner to use the motor vehicle;
- (j) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (k) resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

#### Definitions

When used in reference to this coverage:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom;

"eligible injured person" means

- (a) the named insured and any relative who sustains bodily injury, while occupying or, while a pedestrian, through being struck by a motor vehicle;
- (b) any other person who sustains bodily injury,
  - (1) while occupying or, while a pedestrian, through being struck by the insured motor vehicle, or
  - (2) while occupying a motor vehicle other than the insured motor vehicle, if the bodily injury results from
    - (i) its use by the named insured or its operation on his behalf by his private chauffeur or domestic servant, or
    - (ii) its use by a relative, provided it is a private passenger automobile or trailer;
- "insured motor vehicle" means a motor vehicle designated in the schedule of this endorsement or elsewhere in the policy as an insured motor vehicle to which this coverage applies and includes:
- (a) a motor vehicle not owned by the named insured while temporarily used as a substitute for an insured motor vehicle when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction, and
- (b) a trailer designed for use with a private passenger automobile if not being used for business purposes with another type vehicle;
- "medical expense" means all reasonable and necessary expenses incurred within two years from the date of accident for medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral services and for any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing:

"motor vehicle" means a land motor vehicle or trailer which includes a semi-trailer other than (1) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated upon rails or crawler treads, or (3) a vehicle located for use as a residence or premises;

"named insured" means the person or organization named in Item 1 of the declarations;

"occupying" means in or upon or entering into or alighting from;

"pedestrian" means any person who is not occupying any vehicle other than a motorcycle or a vehicle operated by human or animal power;

"private passenger automobile" means a motor vehicle which is a private passenger, station wagon or jeep type automobile;

"relative" means a spouse or any other person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured.

#### Limit of Liability

Regardless of the number of persons or organizations insured, policies or bonds applicable, claims made or insured motor vehicles to which this coverage applies, the limit of liability for automobile medical payments insurance stated in the schedule or in the declarations as applicable to "each person" is the limit of the Company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury as a result of any one motor vehicle accident; provided, however, with respect to bodily injury sustained by a pedestrian (other than the named insured or a relative) through being struck by the insured motor vehicle, the limit of the Company's liability shall be the amount stated in the declarations, or \$2,000, whichever is less.

#### SECTION II

#### WORK LOSS COVERAGE

The Company will pay benefits for work loss with respect to bodily injury sustained by an eligible injured person caused by accident arising out of the maintenance or use of a motor vehicle as a motor vehicle.

#### **Exclusions**

Exclusions (a), (h), (j) and (k) under Section I apply to Section II and the coverage under Section II does not apply to bodily injury:

- (a) sustained by the named insured while occupying any private passenger motor vehicle owned by such named insured or furnished or available for his regular use and which is not an insured motor vehicle;
- (b) sustained by a relative white occupying any private passenger motor vehicle owned by or furnished or available for the regular use of either the named insured or such relative and which is not an insured motor vehicle;
- (c) sustained by any relative, if such relative is entitled, as a named insured under any other motor vehicle insurance policy, to similar coverage which provides benefits equal to or greater than that prescribed by Arkansas House Bill 158, Arkansas Laws 1973;
- (d) sustained by any person other than the named insured or relative if such other person is entitled, as a named insured or relative under any other motor vehicle insurance policy, to similar coverage which provides benefits equal to or greater than that prescribed by Arkansas House Bill 158, Arkansas Laws 1973;

#### Definitions

The definitions under Section I except the definitions of "eligible injured person" and "Insured motor vehicle" apply to Section II and under Section II:

"eligible injured person" means

- (a) the named insured and any relative who sustains bodily injury while occupying or, while a pedestrian, through being struck by any motor vehicle;
- (b) any other person who sustains bodily injury while occupying or, while a pedestrian, through being struck by the insured motor vehicle:

"insured motor vehicle" means a private passenger motor vehicle which is designated in the schedule of this endorsement as an insured motor vehicle to which this coverage applies and includes:

- (a) a private passenger motor vehicle not owned by the named insured while temporarily used as a substitute for an insured motor vehicle owned by the named insured when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (b) a trailer designed for use with a private passenger automobile if not being used for business purposes with another type vehicle, "private passenger motor vehicle" means a motor vehicle which is one of the following types:
- (1) a private passenger automobile,
- (2) a pick-up or panel truck or delivery sedan not customarily used for occupational, professional or business purposes other than farming or ranching, or
- (3) a motorcycle; but

a private passenger motor vehicle does not include a motor vehicle used as a public or livery conveyance for passengers.

#### "work loss" means

- (a) wish respect to an income earner, loss of income from work the eligible injured person would have earned had he not sustained bodily injury, or
- (b) with respect to a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the eligible injured person would have performed, not for income but for the benefit of himself or his family had he not sustained bodily injury

incurred during a period commencing eight (8) days after the date of the accident and not to exceed fifty two (52) weeks.

#### Limit of Liability

Regardless of the number of persons or organizations insured, policies or bonds applicable, claims made or insured motor vehicles to which this coverage applies, the limit of the Company's liability for work loss is limited as follows:

- 1. with respect to an income earner, 70% of loss of gross income per week not to exceed \$140.00 per week;
- 2. with respect to a non-income earner, a sum not to exceed \$70 per week or pro rata for a lesser period.

#### SECTION III

### ACCIDENTAL DEATH BENEFIT

The Company will pay the amount stated in the Schedule in the event of the death of an eligible injured person which shall result directly and independently of all other causes from bodily injury caused by accident and arising out of the maintenance or use of a motor vehicle as a motor vehicle, if the death occurs within one year from the date of accident.

#### Exclusions

Exclusions (a), (h), (j) and (k) under Section I and all exclusions under Section II apply to Section III.

#### **Definitions**

The definitions under Section I except the definitions of "eligible injured person" and "insured motor vehicle" and all the definitions under Section II apply to Section III.

#### CONDITIONS

Conditions A, B, C and D apply to all Sections. The remaining conditions apply only to the Sections noted thereunder.

- A. Policy Period: Territory. This insurance applies only to accidents which occur on or after July 1, 1974 during the policy period and within the United States of America, its territories or possessions or Canada.
- B. Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement.
- C. Notice. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the eligible injured person and of available witnesses, shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable.
  - If any eligible injured person, his survivor or the legal representative of either shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, survivor or legal representative.
- D. Medical Reports; Proof of Claim. As soon as practicable the eligible injured person or someone on his behalf shall give the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable.
  - The eligible injured person shall submit to physical and mental examinations by physicians selected by the Company when and as often as the Company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or his survivor, shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records.
  - If requested by the Company, such eligible injured person or someone on his behalf or his employer shall furnish a swom statement of earnings by such eligible injured person since the date of the accident and for a reasonable time prior to the accident.
- E. Payment of Benefits Sections I and II. The Company may pay the eligible injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury.
- F. Reimbursement and Trust Agreement Sections I and II. In the event of any payment of benefits with respect to bodily injury sustained by an eligible injured person under this insurance:
  - (1) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any right of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made, and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such bodily injury, his agent, his insurer, or a court having jurisdiction in the matter;

- such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such bodily injury;
- (3) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
- (4) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- G. Subrogation Sections I and X. In the event of any payment of benefits with respect to bodily injury sustained by an eligible Injured person under this insurance, the Company shall be subrogated, to the extent of such payment, to all the person's rights of recovery therefor against any person or organization and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- H. Other Insurance Section I. With respect to bodily injury sustained by a relative, if such relative is entitled to coverage for medical expenses or any similar coverage as a named insured under the terms of any other motor vehicle insurance policy affording direct benefits without regard to fault, this insurance shall apply only as excess insurance over such similar coverage paid or payable to such relative under such other policy.

With respect to **bodily injury** sustained by any person other than the **named insured** or a **relative**, if such person is entitled to coverage for medical expenses or any similar coverage as a named insured or relative under the terms of any other motor vehicle insurance policy affording direct benefits without regard to fault, this insurance shall apply only as excess insurance over such similar coverage paid or payable to such person under such other policy.

Except as provided in the foregoing paragraphs, if the eligible injured person is entitled to coverage for medical expenses under the terms of this or any other motor vehicle insurance policy against a loss covered under Section I, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability of this insurance bears to the total applicable limit of liability of all such motor vehicle insurance.

No eligible injured person shall recover duplicate benefits for the same elements of loss under this or any similar insurance.

1. Other Insurance — Sections II and III. With respect to bodily injury sustained by any person other than the named insured or a relative, the coverage under Sections II and III shall apply only as excess insurance over any other similar insurance available to such person under the terms of any other motor vehicle insurance policy, and this coverage shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

If an eligible injured person who is a named insured or a relative has other similar insurance available under the terms of any other motor vehicle insurance policy, the maximum recovery under all insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which Sections II and III apply than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

#### SECTION IV — MODIFICATION OF POLICY COVERAGES

In consideration of the insurance afforded under Section I of this endorsement:

- (a) any amount payable under the Protection Against Uninsured Motorists Coverage shall be applied in reduction of the amount of any medical expense benefits which are paid or payable under this or any other motor vehicle insurance policy because of bodily injury to an eligible injured person;
- (b) any Automobile Medical Payments or Automobile Medical Expense Insurance afforded under Part II of the policy with respect to an insured motor vehicle which is registered or principally garaged in Arkansas is replaced by the insurance afforded under Section I of this endorsement.

In consideration of the insurance afforded under Section III of this endorsement, any Accidental Death Benefit coverage afforded under Part 1 of the policy is deleted.



### PERSONAL INJULY PROTECTION ENDORSEMENT (COLORADO)

The Company agrees with the named insured, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

#### SECTION I

#### Personal Injury Protection Coverage

The Company will pay, in accordance with the Colorado Auto Accident Reparations Act, personal injury protection benefits for:

- (a) medical expenses,
- (b) rehabilitation expenses,
- (c) work loss,
- (d) essential services expenses, and
- (e) death compensation

incurred with respect to bodily injury sustained by an eligible injured person caused by an accident arising out of the use or operation of a motor vehicle as a motor vehicle.

#### Exclusions

This coverage does not apply:

- (a) to bodily injury sustained by the named insured or any relative as a result of the use or operation of any motor vehicle owned
  by the named insured which is not an insured motor vehicle;
- (b) to **bodily injury** sustained by any **relative** as a result of the use or operation of any **motor vehicle**, owned by such **relative**, with respect to which the security required under the Colorado Auto Accident Reparations Act is not in effect;
- (c) to bodily injury sustained by any person
  - 1) caused by his own intentional act; or
  - 2) while operating a motor vehicle as a converter without a good faith belief that he is legally entitled to operate or use such vehicle;
- (d) to bodily injury sustained by any person, other than the named insured or any relative, if the accident occurs outside the State of Colorado;
- (e) to bodily injury sustained by any person while the insured motor vehicle is being operated in any jurisdiction in which, and to the extent that, coverage is afforded by reason of any program, statute, law or administrative regulation through a government agency or publicly financed auto accident reparations plan;
- (f) to bodily injury sustained by any person arising out of the use or operation of a motor vehicle while located for use as a residence or premises;
- (g) to **bodily injury** due to war, whether or not declared, civil war, insurrection, rebellion, or revolution, or to any act or condition incident to any of the foregoing;
- (h) to bodily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- (i) to bodily injury sustained by any person, other than the named insured, or any relative, arising out of conduct occurring within the course of a business of selling, repairing, servicing, storing, parking or otherwise maintaining motor vehicles, unless such conduct occurs off the business premises.

This endorsement forms a part of the policy to which attached.

ENDORSEMENT NO. 19

CAT. 479438 PRINTED IN U.S.A.

#### **Definitions**

When used in reference to this coverage:

- "bodily injury" means bodily injury, sickness or disease, including death resulting therefrom;
- "death compensation" means compensation on account of the death of an "eligible injured person," payable to his estate;
- "eligible injured person" means
  - (a) the named insured or any relative who sustains bodily injury arising out of the use or operation of any motor vehicle;
  - (b) any other person who sustains bodily injury while
    - (1) occupying the insured motor vehicle with the consent of the named insured, or
    - (2) a pedestrian if the accident involves the insured motor vehicle;
- "essential service expenses" means expenses reasonably incurred during his lifetime for essential services in lieu of those the etigible injured person would have performed without income, but for the bodily injury;
- "insured motor vehicle" means a motor vehicle of which the named insured is the owner and with respect to which
  - (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
  - (b) the named insured is required to maintain security under the Colorado Auto Accident Reparations Act;
- "medical expenses" means all reasonable and necessary expenses incurred for medical, chiropractic, optometric, podiatric, hospital, nursing, x-ray, dental, surgical, ambulance, and prosthetic services, and nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing performed within three years after the date of the accident:
- "motor vehicle" means any motor vehicle, including trailers, of a type required to be registered and licensed for operation on the public highways of Colorado or any other jurisdiction;
- "named insured" means the person or organization named in the declarations;
- "occupying" means in or upon, entering into or alighting from:
- "pedestrian" means any person not occupying a motor vehicle or machine operated by a motor or engine;
- "rehabilitation expenses" means the reasonable cost of necessary rehabilitation procedures or treatment and reasonable and appropriate rehabilitative occupational training, provided within 5 years after the date of the accident;
- "relative" means the spouse or any other person related to the named insured by blood, marriage, or adoption (including a ward or foster child) who is a resident of the same household as the named insured, whether or not temporarily residing elsewhere;
- "work loss" means loss of income during his lifetime from work the eligible injured person would have performed but for the bodily injury.

#### Limits of Liability

- Regardless of the number of persons insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any eligible injured person in any one motor vehicle accident is limited as follows:
- medical expenses shall not include rehabilitation expenses and the maximum amount payable therefor shall not exceed twenty-five thousand dollars (\$25,000) less the amount of any applicable deductible set forth in this endorsement or the policy to which it is attached;
- rehabilitation expenses shall not include medical expenses and the maximum amount payable therefor shall not exceed twenty-five thousand dollars (\$25,000);
- 3. the maximum amount payable for work loss is one hundred percent (100%) of the first one hundred twenty-five dollars (\$125) of loss of gross income per week (or pro rata for such amounts for a lesser period) and shall be payable only during a period commencing the day after the date of the accident, and not exceeding fifty-two weeks (52) from such day;
- the maximum amount payable for essential service expenses shall not exceed fifteen dollars (\$15) per day and shall be payable only during a period commencing the day after the date of the accident, and not exceeding fifty-two weeks from such day;
- 5. the amount payable for death compensation is one thousand dollars (\$1,000);
- 6. any amount payable by the Company under the terms of this coverage shall be reduced by any amount actually provided by any workmen's compensation law within the time period for payment of personal injury protection benefits.

#### Policy Period; Territory

This coverage applies only to accidents which occur on or after April 1, 1974 during the policy period and within the United States of America, its territories or possessions, or Canada.

#### Conditions

- A. Action Against Company. No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.
- B. Notice. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable. If an eligible injured person, or his legal representative shall institute legal action to recover damage for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, or his legal representative.
- C. Medical Reports; Proof of Claim. As soon as practicable, the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the bodily injury, treatment and rehabilitation received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical and mental examination by physicians selected by the Company, when and as often as the Company may reasonably require.
- D. Subrogation. In the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- E. Reimbursement and Trust Agreement. In the event of any payment to any person under this coverage:
  - the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result
    from the exercise of any rights of recovery of such person against any person or organization legally responsible for the
    bodily injury because of which such payment is made; and the Company shall have a lien to the extent of such payment,
    notice of which may be given to the person or organization causing such bodily injury, his agent, his insurer or a court
    having jurisdiction in the matter;
  - 2. such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such **bodily injury**;
  - 3. such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights; and
  - 4. such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- F. Non-Duplication of Benefits; Priority of Payments; Other Insurance. No eligible injured person shall recover duplicate benefits for the same elements of loss under this and any similar insurance, including self insurance.

This coverage applies on a primary basis to **bodily injury** sustained by an **eligible injured person** if the accident arises out of the use or operation of the **insured motor vehicle**, provided that if the accident arises out of operation of the **insured motor vehicle** by a person who is neither the owner, nor an employee of the owner of such vehicle (except for an accident involving the operation of a motor vehicle regulated under the provisions of Articles 9, 10 or 11 of Chapter 115 C.R.S. 1963) any Personal Injury Protection coverage required by the Colorado Auto Accident Reparation Act and afforded by another policy under which the operator is a named insured or relative shall be primary and this coverage shall be excess.

In the event an eligible injured person has other similar insurance, including self insurance, available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provision of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and such other insurance, but this paragraph shall not apply to optional benefits purchased by such eligible injured person for additional premiums on a voluntary basis.

#### SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

- (a) any amount payable under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily** injury sustained by an eligible injured person;
- (b) any Automobile Medical Payments Coverage or Automobile Medical Expense Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**.

#### SECTION III

#### Statutory Condition

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of the Colorado Auto Accident Reparations Act. It is agreed that if a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the Colorado Auto Accident Reparations Act invalid or unenforceable in whole or in part, the company shall have the right to recompute the premium payable for the policy and, at the option of the Company, the provisions of this endorsement shall be voidable or subject to amendment.

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### FLORIDA AUTOMOBILE REPARATIONS REFORM AUT (AMENDATORY ENDORSEMENT)

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

SCHEDULE
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The insurance for PERSONAL INJURY PROTECTION is subject to a deductible of \$	
Applicable to:	
☐ The following named insured only:	
☐ Each named insured and each relative.	
☐ Work loss for named insured does not apply	
☐ Work loss for named insured and relative does not apply	
☐ Coverage reduced by Medicare Benefits for named insured and relative	
☐ Coverage reduced by military benefits for named insured and dependent relative	

#### SECTION I

#### PERSONAL INJURY PROTECTION

The Company will pay, in accordance with the Florida Automobile Reparations Reform Act, as amended, to or for the benefit of the injured person:

- (a) 80% of medical expenses, and
- (b) 60% of work loss, and
- (c) replacement services expenses, and
- (d) funeral, burial or cremation expenses.

incurred as a result of bodily injury, caused by an accident arising out of the ownership, maintenance or use of a motor vehicle and sustained by:

- (1) the named insured or any relative while occupying a motor vehicle or, while a pedestrian, through being struck by a motor vehicle; or
- (2) any other person while occupying the insured motor vehicle or, while a pedestrian, through being struck by the insured motor vehicle.

#### Exclusions

This insurance does not apply:

- (a) to the named insured or any relative while occupying a motor vehicle of which the named insured is the owner and which is not an insured motor vehicle under this insurance:
- (b) to any person while operating the insured motor vehicle without the express or implied consent of the named insured;
- (c) to any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:
  - (i) causing bodily injury to himself intentionally;
  - (ii) convicted of driving while under the influence of alcohol or narcotic drugs to the extent that his driving faculties are impaired; or
  - (iii) while committing a felony;

This endorsement forms a part of the policy to which attached. (14653-C) 10-77

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- (d) to the named insured or relative for work loss if an entry in the schedule or declarations indicates such coverage does not apply;
- (e) to any pedestrian, other than the named insured or any relative, not a legal resident of the State of Florida;
- (f) to any person, other than the named insured, if such person is the owner of a motor vehicle with respect to which security is required under the Florida Automobile Reparations Reform Act, as amended;
- (g) to any person, other than the named insured or any relative, who is entitled to personal injury protection benefits from the owner of a motor vehicle which is not an insured motor vehicle under this insurance or from the owner's insurer;
- (h) to any person who sustains bodily injury while occupying a motor vehicle located for use as a residence or premises.

#### Limit of Liability; Application of Deductible; Other Insurance

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits available under the Florida Automobile Reparations Reform Act, as amended, from all sources combined, including this policy, for all loss and expense incurred by or on behalf of any one person who sustains bodily injury as the result of any one accident shall be \$5,000; provided that payment for funeral, cremation or burial expenses included in the foregoing shall in no event exceed \$1,000. Any amount payable under this insurance shall be reduced by the amount of benefits an injured person has recovered or is entitled to recover for the same elements of loss under the workmen's compensation laws of any state or the federal government or the Medicaid program.

If benefits have been received under the Florida Automobile Reparations Reform Act, as amended, from any insurer for the same items of loss and expense for which benefits are available under this policy, the Company shall not be liable to make duplicate payments to or for the benefit of the injured person, but the insurer paying such benefits shall be entitled to recover from the Company its equitable pro rata share of the benefits paid and expenses incurred in processing the claim.

The amount of any deductible stated in the schedule of this endorsement shall be deducted from the total amount of all sums otherwise payable by the Company with respect to all loss and expense incurred by or on behalf of each person to whom the deductible applies and who sustains bodily injury as the result of any one accident, and if the total amount of such loss and expense exceeds such deductible, the total limit of benefits the Company is obligated to pay shall then be the difference between such deductible amount and the applicable limit of the Company's liability.

If an entry in the schedule or declaration so indicates any amount payable under this insurance to the named insured or relative shall be reduced by any benefits payable (a) under the Federal Medicare Program, or (b) by the Federal Government to active or retired military personnel and their dependent relatives. If such benefits are not available at the time of loss the Company shall have the right to recompute and charge the appropriate premium.

#### Definitions

When used in reference to this Section:

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom:

"medical expenses" means expenses for necessary medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, for prosthetic devices and for necessary remedial treatment and services recognized and permitted under the laws of the state for an injured person who relies upon spiritual means through prayer alone for healing in accordance with his religious beliefs:

"named insured" means the person or organization named in the declarations of the policy and if an individual, shall include the spouse if a resident of the same household:

"motor vehicle" means a 4 wheel self-propelled vehicle of a type required to be registered and licensed under Florida law, which is not used as a public or livery conveyance, and which is one of the following types:

- (a) a private passenger vehicle, such as a sedan, station wagon or jeep-style vehicle,
- (b) a pick-up or panel truck not used primarily in the occupation, business or profession of the owner,
- (c) a utility automobile designed for personal use, as a camper or motor home or for family recreational purposes but a utility automobile does not include any such automobile used primarily (1) in the occupation, profession or business of the owner or (2) for the transportation of passengers.

A "motor vehicle" does not include a vehicle owned by the State of Florida, any political subdivision or municipality thereof, or the Federal Government:

"occupying" means in or upon or entering into or alighting from;

"insured motor vehicle" means a motor vehicle of which the named insured is the owner and what respect to which (a) the bodily injury liability insurance of the policy applies and (b) security is required to be maintained under the Florida Automobile Reparations Reform Act. as amended:

"relative" means a person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured;

"pedestrian" means a person while not an occupant of any self-propelled vehicle;

"owner" means a person or organization who holds the legal title to a motor vehicle, and also includes;

- (a) a debtor having the right to possession, in the event a motor vehicle is the subject of a security agreement, and
- (b) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more, and
- (c) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.

"work loss" means with respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person.

"replacement services expenses" means with respect to the period of disability of the injured person, all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his household.

## Policy Period; Territory

The insurance under this Section applies only to accidents which occur during the policy period

- (a) in the State of Florida, and
- (b) as respects the named insured or a relative, while occupying the insured motor vehicle outside the State of Florida but within the United States of America, its territories or possessions or Canada; and
- (c) as respects the named insured, while occupying a motor vehicle of which a relative is the owner and for which security is maintained under the Florida Automobile Reparations Reform Act, as amended, outside the State of Florida but within the United States of America, its territories or possessions or Canada.

#### Conditions

- 1. Notice. In the event of an accident, written notice of the loss must be given to the Company or any of its authorized agents as soon as practicable.
  - If any injured person or his legal representative shall institute legal action to recover damages for bodily injury against a third party, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such injured person or his legal representative.
- 2. Action Against the Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all terms of this insurance, nor until 30 days after the required notice of accident and reasonable proof of claim has been filed with the Company.
- 3. Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld. As soon as practicable the person making claim shall give to the company written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the company in determining the amount due and payable. Such person shall submit to mental or physical examinations at the company's expense when and as often as the company may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination the company will not be liable for subsequent personal injury protection benefits. Whenever a person making claim is charged with (a) driving while under the influence of alcohol or narcotic drugs to the extent that his driving faculties are impaired, or (b) committing a felony, the company shall withhold benefits until at the trial level the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

- 4. Reimbursement and Subrogation. Unless prohibited by the Florida Automobile Reparations Reform Act, as amended, and in the event of payment to or for the benefits of any injured person under this insurance:
  - (a) the Company shall be reimbursed to the extent of such payment, exclusive of reasonable attorneys' fees and other reasonable expenses, out of the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made and the Company shall have a lien on such proceeds to such extent;
  - (b) the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- 5. Special Provision for Rented or Leased Vehicles. Notwithstanding any provision of this coverage to the contrary, if a person is injured while occupying, or through being struck by, a motor vehicle rented or leased under a rental or lease agreement which does not specify otherwise in bold type on the face of such agreement, the personal injury protection coverage afforded under the lessor's policy shall be primary.

#### SECTION II

#### MODIFICATION OF POLICY COVERAGES

Any automobile medical payments insurance and any uninsured motorists insurance afforded by the policy shall be excess over any personal injury protection benefits paid or payable or which would be available but for the application of a deductible.

If automobile medical payments insurance is afforded by this policy, that insurance shall be applicable for medical expenses incurred within three years from the date of accident.

#### SECTION III

#### PROVISIONAL PREMIUM

It is agreed that in the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Automobile Reparations Reform Act, as amended, providing for the exemption of persons from tort liability, the premium stated in the declarations for any Automobile Bodily Injury, Automobile Property Damage Liability, Automobile Medical Payments and Protection against Uninsured Motorists insurance shall be deemed provisional and subject to recomputation. If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the named insured pursuant to Section 12(2)(e) of the Florida Automobile Reparations Reform Act, as amended, with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium stated in the declarations, the named insured shall pay to the Company the excess as well as the amount of any return premium previously credited or refunded.



# BASIC PERSONAL ...JURY PROTECTION ENDORSEMEN.

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

#### **SECTION I**

#### PERSONAL INJURY PROTECTION COVERAGE

The Company will pay personal injury protection benefits for:

- (a) medical expenses,
- (b) work loss,
- (c) essential services expenses,
- (d) funeral expenses, and
- (e) survivors' loss.

incurred with respect to **bodily injury** sustained by an **eligible injured person** and caused by an accident arising out of the operation, maintenance or use of a **motor vehicle** as a vehicle.

#### **Exclusions**

This coverage does not apply:

- (a) to **bodily injury** sustained by any person while **occupying** a **motor vehicle** which is owned by such person with respect to which the security required by the Georgia Motor Vehicle Accident Reparations Act is not in effect;
- (b) to **bodily injury** sustained by any person while using the **Insured motor vehicle** without the express or implied permission of the **named insured** or his spouse, if residing in the same household, or while voluntarily **occupying** a **motor vehicle** known by such person to be stolen;
- (c) to bodily injury sustained by any person while occupying or while a pedestrian as a result of being struck by, any motor vehicle, other than the insured motor vehicle, with respect to which the security required under the Georgia Motor Vehicle Accident Reparations Act is in effect. This exclusion does not apply to bodily injury sustained by the named insured or relative if the accident involves the operation by the named insured or relative of a motor vehicle owned by anyone engaged in the business of selling motor vehicles at retail, provided that the named insured or relative is neither the owner nor an employee of the owner of that motor vehicle:
- (d) if the named insured is a retail seller of motor vehicles, to bodlly injury sustained by an eligible injured person other than the named insured or relative if:
  - (i) the accident involves the operation of the insured motor vehicle by a person other than the named insured or an employee of the named insured and such person is a named insured or relative under another policy, and
  - (ii) such eligible injured person is a named insured or relative under the operator's policy;
- (e) to any benefits any person would otherwise be entitled to receive hereunder for **bodily injury** sustained intentionally by the person injured or caused intentionally by the claimant;
- (f) to bodily injury sustained by any pedestrian, other than the named insured or any relative, as a result of being struck by a motor vehicle outside the State of Georgia;
- (g) to bodily injury sustained by any person if such injury arises from conduct within the course of business of repairing, servicing or otherwise maintaining vehicles unless such conduct involves the actual operation of a motor vehicle as a vehicle on the business premises or unless such conduct occurs off the business premises;
- (h) to bodily injury sustained by any personif such injury arises from conduct in the course of loading or unloading any motor vehicle unless the conduct occurs while such person is occupying such motor vehicle;
- to bodily injury sustained by any person arising out of the maintenance or use of any motor vehicle when such motor vehicle is not used as a vehicle.
- to bodily injury sustained by any person due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any
  acts or condition incident to any of the foregoing;
- (k) to bodily injury sustained by any person resulting from the explosion of any nuclear device.

#### Definitions

When used in reference to this coverage:

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"disability" means any period of time during the eligible injured person's lifetime in which he is unable to either

- (a) perform substantially all the duties required by his usual occupation, or
- (b) engage in his principal activity if such person is not employed on at least a full time basis,

provided the disability commences within twenty four (24) months from the date on which the motor vehicle accident occurs;

### "eligible injured person" means

- (a) the named insured or any relative who sustains bodily Injury while occupying, or while a pedestrian as a result of being struck by, any motor vehicle;
- (b) any other person who sustains **bodily injury** while **occupying**, or while a **pedestrian** as a result of being struck by, the **insured** motor **vehicle**;

This endorsement forms a part of the policy.

-(18186-C) 12-79

ENDORSEMENT NO. 21

"essential services expenses" means expenses reasonably incurred during the period of the eligible injured person's disability for ordinary and necessary services from others, excluding members of the eligible injured person's household, in lieu of services that had he not been injured, he would have performed not for income, but for the benefit of his household;

"funeral expenses" means any reasonable and necessary expenses normally incurred by the survivors of a deceased, eligible injured person or by the estate of such person for funeral services, preparation for burial, and burial including but not limited to payments for any lands, services, supplies and equipment incidental to such funeral services, preparation for burial, and burial;

"insured motor vehicle" means a motor vehicle with respect to which

- (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the named insured maintains the security required under the provisions of the Georgia Motor Vehicle Accident Reparations Act;

"medical expenses" means all necessary expenses including necessary medicine, drugs, surgical, dental, x-ray and rehabilitative services, including prosthetic devices, and necessary ambulance, hospital, and nursing services, all as prescribed, authorized, approved or rendered by an attending physician, including any person licensed to practice a healing art and any remedial treatment and care rendered in accordance with a recognized religious healing method;

"motor vehicle" means a vehicle having more than three load bearing wheels, of a kind required to be registered under the laws of this State relating to motor vehicles designed primarily for operation upon the public streets, roads and highways, and driven by power other than muscular power, and includes a trailer drawn by or attached to such a vehicle;

"named insured" means the person or organization named in the declarations;

"occupying" means in or upon, or engaged in the immediate act of entering into or alighting from;

"pedestrian" means any person not occupying a motor vehicle or a motorcycle or any other motor driven vehicle designed primarily for operation upon the public streets, roads and highways, or not in or upon a vehicle operated on stationary rails or tracks, or aircraft;

"relative" means the spouse or any other person related to the **named insured** by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the **named insured**, whether or not temporarily residing elsewhere;

"survivors' loss" means compensation in the event of the death of an eligible injured person, survived by a spouse or dependent children, payable after such death as though the deceased were alive but totally disabled, such payment to be made to the spouse, if alive, otherwise to the children or the person having legal custody of such children, as though awarded as a year's support as provided by law, and the maximum amount payable shall be the amount of work loss and the amount of essential services expenses, that would have been payable to the deceased eligible injured person; such benefits shall be payable until exhausted, at least monthly;

"work loss" means 85% of the loss of income or earnings of the eligible injured person incurred during his disability.

#### Policy Period; Territory

This coverage applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

#### Limits of Liability

- A. Regardless of the number of persons insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any one **eligible injured person** in any one **motor vehicle** accident shall not exceed Five Thousand (\$5,000) Dollars in the aggregate, and subject to such aggregate:
  - 1. the maximum amount payable for medical expenses shall not exceed \$2,500;
  - 2. the maximum amount payable for work loss shall not exceed \$200 per week;
  - the maximum amount payable for essential services expenses shall not exceed \$20 per day;
  - 4. the maximum amount payable for funeral expenses shall not exceed \$1,500.
- B. If the named insured is an employer obligated to provide benefits under any workers' compensation law, any amount payable under this coverage for medical expenses, work loss or survivors' loss shall be reduced by the amount of benefits an eligible injured person is entitled to receive for the same elements of loss under such workers' compensation law.

The aggregate amount the eligible injured person is entitled to receive for loss of income or earnings under the Georgia Motor Vehicle Accident Reparations Act and any workers' compensation law shall not be less than an amount which is equal to the lesser of:

- 1. the eligible injured person's loss of income or earnings during disability; or
- the sum of the amount the eligible injured person is entitled to receive as compensation for such loss under any workers'
  compensation law and the limits of work loss and survivors' loss under any applicable policy or motor vehicle liability
  insurance or approved plan of self-insurance.

In no event shall the maximum amount payable for work loss under this coverage exceed the limit specified in paragraph A above.

## Conditions

- A. Action Against Company. No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all terms of this coverage.
- B. Notice. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable. If an eligible injured person, his legal representative or his survivors shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefore, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, his legal representative or his survivors.
- C. Medical Reports: Proof of Claim. As soon as practicable the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the bodily injury, treatment and rehabilitation received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical and mental examination by physicians selected by the Company when and as often as the Company may masonably require at the Company's expense.



## BASIC NO-FAULT ENDORSEMENT STATE OF HAWAII

THIS ENDORSEMENT PROVIDES COVERAGE AS REQUIRED UNDER THE HAWAII NO-FAULT LAW.

The Company agrees with the named insured, subject to the provisions of the policy except as modified herein, as follows:

#### SECTION I

## BASIC NO-FAULT COVERAGE

The Company will pay, in accordance with the Hawaii no-fault law, no-fault benefits on account of accidental harm sustained by an eligible injured person and caused by an accident arising out of the operation, maintenance, or use of a motor vehicle as a vehicle.

## **NO-FAULT BENEFITS**

No-fault benefits shall consist of and be defined as:

- (A) Medical Expenses All appropriate and reasonable expenses necessarily incurred for medical, hospital, surgical, professional nursing, dental, optometric, ambulance, prosthetic services, products and accommodations furnished, x-rays and includes any nonmedical remedial care and treatment rendered in accordance with the teachings, faith or belief of any group which depends for healing upon spiritual means through prayer.
- (B) Rehabilitation Expenses All appropriate and reasonable expenses necessarily incurred for psychiatric, physical and occupational therapy and rehabilitation.
- (C) Work Loss Loss of monthly earnings resulting from the inability of the eligible injured person to engage in available and appropriate gainful activity or a decrease in earning capacity because of accidental harm.
- (D) Substitute Service Expenses All appropriate and reasonable expenses necessarily incurred in obtaining services in substitution of those the eligible injured person would have performed not for income but for the benefit of himself or his family had he not sustained accidental harm.
- (E) Funeral Expenses All appropriate and reasonable expenses necessarily incurred for professional funeral services, including burial and cremation expenses.
- (F) Survivors' Loss No-fault benefits payable as a result of the death of the eligible injured person for the benefit of dependent survivors. Such benefits may be paid immediately in a lump sum payment at the option of the beneficiary.
- (G) Attorney's Fees and Costs A reasonable sum for attorney's fees based upon actual time expended which shall be treated separately from such claim and be paid directly by the Company to the attorney and costs of settlement or suit, necessary to effect payment of any or all no-fault benefits found due under this coverage, unless a court determines that the claim was fraudulent, excessive or frivolous.
- (H) Other Appropriate and Reasonable Expenses necessarily incurred as a result of accidental harm.

This endorsement forms a part of the policy.

ENDORSEMENT NO. 22

#### LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or self-insurance applicable, claims made or insured motor vehicles to which this coverage applies, the Company's liability for all no-fault benefits to or on behalf of any one eligible injured person who sustains accidental harm in any one motor vehicle accident shall be \$15,000 in the aggregate. Subject to such aggregate limit:

- (A) The maximum amount payable for work loss shall not exceed the lesser of
  - (i) \$800 per month, or
  - (ii) the monthly earnings for the period during which the accidental harm results in the inability of the eligible injured person to engage in available and appropriate gainful activity.
- (B) The maximum amount payable for substitute services expenses shall not exceed \$800 per month.
- (C) The maximum amount payable for funeral expenses shall not exceed \$1,500.
- (D) The maximum amount payable for survivors' loss is \$15,000 reduced by the amount of any other no-fault benefits paid or payable under this coverage.
- (E) Any amount payable by the Company under the terms of this coverage shall be reduced by any amounts paid, payable or required to be provided on account of such accidental harm.
  - (i) to the extent that a person is entitled to receive benefits because of the accidental harm from social security laws or workers' compensation laws, and if the person does not collect such benefits under such laws by reason of the contest of his right to so collect by the person or organization responsible for payment thereof, the injured person, if otherwise eligible, shall, nevertheless, be entitled to receive No-Fault benefits and upon payment thereof the No-Fault insurer shall be subrogated to the injured person's rights to collect such benefits; provided, however, that this Section shall be inapplicable to all No-Fault benefits payable to the surviving spouse and any surviving dependent as provided under the Hawaii No-Fault Law; and
  - (ii) under any applicable deductible set forth in this endorsement or the policy to which it is attached, but only with respect to accidental harm sustained by the named insured or by a relative, provided that if two or more of such persons sustain accidental harm in the same motor vehicle accident the total amount of the deductible applicable to all of them shall not exceed the deductible amount stated in this endorsement or the policy to which it is attached, and such amount shall be allocated equally among them.

## **DEFINITIONS**

When used in reference to this coverage:

- (A) "Accidental harm" means bodily injury, death, sickness, or disease caused by a motor vehicle accident to a person while in or upon or entering into or alighting from, or caused by a motor vehicle or object drawn or propelled by a motor vehicle.
- (B) "Criminal conduct" means the commission of an offense punishable by imprisonment for more than one year; or the operation or use of a motor vehicle with the specific intent of causing injury or damage; or the operation or use of a motor vehicle as a converter without a good faith belief by the operator or user that he is legally entitled to operate or use such vehicle.
- (C) "Dependent survivors" means
  - (i) the surviving spouse of the deceased eligible injured person until remarriage or death; and
  - (ii) any person who qualifies as a dependent for purposes of exemption under the Federal income tax law (Section 152 of the IRC of 1954) at the time of the eligible injured person's death.
- (D) "Eligible injured person" means
  - (i) the named insured or any relative who sustains accidental harm arising out of the operation, maintenance or use of, or while a pedestrian (including a bicyclist) caused by, any motor vehicle; or
  - (ii) any other person who sustains accidental harm arising out of the operation, maintenance or use of, or while a pedestrian (including a bicyclist) caused by, the insured motor vehicle.
- (E) "Injury" means accidental harm not resulting in death.

- (F) "Insured motor vehicle" means a motor vehicle with respect to which
  - (i) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
  - (ii) the named insured is required to maintain security under the provisions of the Hawaii no-fault law.

## (G) "Monthly earnings" means

- (i) in the case of a regularly employed person, one-twelfth of the average annual compensation before State and Federal income taxes at the time of injury or death;
- (ii) in the case of a person regularly self-employed, one-twelfth of the average annual earnings before State and Federal income taxes at the time of injury or death; or
- (iii) in the case of an unemployed person or a person not regularly employed or self-employed, one-twelfth of the anticipated annual compensation before State and Federal income taxes of such person paid from the time such person would reasonably have been expected to be regularly employed.
- (H) "Motor vehicle" means any vehicle of a type required to be registered under Chapter 286 of the Hawaii Revised Statutes including a vehicle with less than four wheels or a trailer.
- (I) "Motor vehicle accident" means an accident arising out of the operation, maintenance, or use of a motor vehicle, including an object drawn or propelled by a motor vehicle.
- (J) "Named insured" means the person or organization named in the declarations.
- (K) "Occupying" means in or upon, entering into or alighting from.
- (L) "Operation, maintenance, or use" when used with respect to a motor vehicle includes occupying, entering into and alighting from it but does not include conduct in the course of loading or unloading the vehicle unless the accidental harm occurs in the immediate proximity of the vehicle, and does not include conduct within the course of a business of repairing, servicing, or otherwise maintaining vehicles unless the conduct occurs outside the premises of such business.
- (M) "Owned by" means a person who holds the legal title to a motor vehicle except that in the case of a motor vehicle which is the subject of a security agreement or lease with a term of not less than one year with the debtor or lessee having the right to possession, such term means the debtor or lessee. Whenever transfer of title to a motor vehicle occurs, the seller shall be considered the owner until delivery of the executed title to the buyer, from which time the buyer holding the equitable title shall be considered the owner.
- (N) "Person" means not only individuals, but corporations, firms, associations and societies.
- (O) "Relative" means a person residing in the same household with the named insured and who is the spouse of or otherwise related to the named insured by blood, marriage or adoption or a minor in the custody of the named insured or such related person, whether or not temporarily residing elsewhere, but does not include any such resident who is a named insured under any other contract providing the security required by the Hawaii no-fault law.

## **EXCLUSIONS**

This coverage does not apply:

- (A) To accidental harm sustained by the named insured or any relative while occupying a motor vehicle which is owned by the named insured and which is not an insured motor vehicle.
- (B) To accidental harm sustained by any relative while occupying a motor vehicle which is owned by such relative and for which the security required by the Hawaii no-fault law is not in effect.
- (C) To accidental harm sustained by any person while
  - (i) committing an act which would constitute criminal conduct or seeking to avoid lawful apprehension of arrest by a law enforcement officer;
  - (ii) while operating or using a motor vehicle with the specific intent of causing accidental harm or damage; or
  - (iii) while operating or using a motor vehicle as a converter without a good faith belief by such person that he is legally entitled to such operation or use.
- (D) To accidental harm sustained by the named insured or any relative while occupying or while a pedestrian (including a bicyclist) caused by, any motor vehicle, other than the insured motor vehicle, for which the security under the Hawaii no-fault law is in effect.

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- (E) To accidental harm sustained by any person in the course of loading or unloading a motor vehicle, unless such accidental harm is sustained in the immediate proximity of such vehicle.
- (F) To accidental harm sustained by any person arising from conduct within the course of a business of repairing, servicing, or otherwise maintaining vehicles unless such conduct occurs outside the business premises.
- (G) To accidental harm sustained outside the State of Hawaii by any person, other than the named insured or any relative, arising out of the operation, maintenance, or use of any vehicle which is regularly used in the business of transporting persons or property and which is one of five or more vehicles under common ownership.
- (H) To accidental harm resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

## POLICY PERIOD

This insurance applies only to accidents which occur on or after September 1, 1974 during the policy period.

## CONDITIONS

- (A) Notice In the event of an accident, written notice identifying the eligible injured persons and including reasonably obtainable information regarding the time, place and circumstances of the accident, shall be given by, or on behalf of, each eligible injured person to the Company or any of its agents as soon as practicable. If an eligible injured person, his legal representative or his survivor institutes legal action to recover for accidental harm against a third party, he shall forward to the Company as soon as practicable a copy of the complaint and summons or other process served in connection with such legal action.
- (B) Action Against Company No action shall lie against the Company unless as a condition precedent thereto, there has been full compliance with all the terms of this coverage and in no event shall action be brought more than two years after
  - (i) the date of the motor vehicle accident upon which the claim is based,
  - (ii) the last payment of any no-fault benefits under this coverage, or
  - (iii) the entry of a final order in arbitration,
  - whichever is the last to occur.
- (C) Reimbursement and Trust Agreement In the event of any payment by the Company to any person under this coverage
  - (i) the Company shall be entitled to reimbursement, in an amount equal to the percentage of such payment as provided under and in compliance with the Hawaii No-Fault Law, from the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the accidental harm because of which such payment is made; and the Company shall have a lien upon said proceeds in an amount equal to the percentage of its payment as provided under and in compliance with the Hawaii No-Fault Law, notice of which may be given to the person or organization causing such accidental harm, his agent, his insurer or a court having jurisdiction in the matter;
  - (ii) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such accidental harm;
  - (iii) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights; and
  - (iv) such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- (D) Non-Duplication of Benefits; Priority of Payments; Other Insurance No eligible injured person shall recover duplicate benefits for the same elements of loss under this or any similar motor vehicle insurance, including self-insurance. In the event an eligible injured person has other similar motor vehicle insurance, including self-insurance, available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and such other insurance.

In the event of an accident arising out of the operation, maintenance or use of a temporary substitute automobile, the insurance afforded by this endorsement with respect to the insured motor vehicle shall be primary, and any

- D. Subrogation. Subject to any applicable limitations set forth in the Georgia Motor Vehicle Accident Reparations Act, in the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing to prejudice such rights.
- E. Non-Duplication of Benefits; Priority of Payments; Other Insurance. No eligible injured person shall recover duplicate benefits for the same elements of loss under this policy or any other policy of motor vehicle liability insurance or approved plan of self-insurance. In the event an eligible injured person has such duplicate coverage available and applicable to the accident, the maximum amount of recovery shall not exceed that amount which would have been payable under the provisions of this insurance policy or such other policy of motor vehicle liability insurance or approved plan of self-insurance providing the highest dollar amount, and the Company shall not be liable for a greater portion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this coverage and such other duplicate coverage.
- F. Conformance to Statute. Notwithstanding any of the other terms and conditions of the policy, the coverage afforded shall be at least as extensive as the minimum coverage required by the Georgia Motor Vehicle Accident Reparations Act, and notwithstanding the terms and conditions of this policy all provisions of this policy shall conform to the laws of this State.

#### SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates any amount payable under Protection Against Uninsured Motorists Coverage or Automobile Medical Payments or Medical Expense Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of bodily injury sustained by an eligible injured person.

## **SECTION III**

Constitutionality Clause. The premium for and the coverages of the policy have been established in reliance upon the provisions of the Georgia Motor Vehicle Accident Reparations Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company in accordance with such declaration or judgment.

- similar insurance available with respect to the temporary substitute automobile shall, as to such accident, be excess.
  - In the event of an accident arising out of the operation, maintenance or use by a registered repair shop or a licensed motor vehicle dealer of the insured motor vehicle of a customer who is the named insured under this endorsement in the course of repair or service, or to verify repairs or services thereto, the Basic No-Fault coverage applicable with respect to such repair shop or dealer shall be primary, and the insurance afforded by this endorsement with respect to such insured motor vehicle shall, as to such accident, be excess.
  - (E) Arbitration In the event any person making a claim for no-fault benefits and the Company do not agree regarding any matter relating to the claim, such person or the Company shall have the option of submitting such disagreement to arbitration pursuant to procedures as prescribed by the Hawaii no-fault law.
- (F) Proof of Claim; Medical and Earnings Reports As soon as practicable, the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated. Upon written request by the Company, the eligible injured person or someone in his behalf shall
  - (i) provide authorization to enable the Company to obtain medical records and/or earnings reports; and
  - (ii) provide any other pertinent information that may assist the Company in determining the amount due and payable.

The eligible injured person shall submit to medical examination by physicians selected by, or acceptable to, the Company when, and as often as, the Company may reasonably require.

- (G) Cancellation This policy may not be canceled or refused renewal by the Company except when
  - (i) the license of the principal operator to operate the type of motor vehicle insured is under suspension or revocation, or
  - (ii) premium payments are not made after reasonable demand therefor.

In any event of cancellation or refusal to renew the Company shall continue all no-fault and optional additional coverages in force, to the date of expiration, or for thirty days following notice, whichever date occurs first. Within fifteen days of a cancellation, the Company shall refund the pro rata unearned portion, if any, of any prepaid premiums.

Written notice shall be given to the named insured not less than thirty days prior to the effective date of such cancellation or refusal to renew. Such cancellation or refusal to renew shall not be deemed valid unless supported by a certificate of mailing properly validated by the United States Post Office.

- (H) Rights of Subrogation To the extent provided for by law and/or regulation in the event of any no-fault payments, the Company is subrogated to the extent of such payments to the rights of the person to whom, and for whose benefit such payments were made. Such person shall do nothing to prejudice such rights.
- (1) Fraudulent or Frivolous Claims The Company may be allowed an award of a reasonable sum as attorney's fee, based upon actual time expended, and all reasonable costs of suit for its defense against a person making claim against the Company where such claim is determined by the court to be fraudulent or frivolous, and such attorney's fee and all such reasonable costs of suit so awarded may be treated as an offset against any benefits due to or become due to such person. Such award shall be made at the discretion of a court of competent jurisdiction.

## SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

- (A) Any amount payable under the Protection Against Uninsured Motorists Coverage shall be excess to the amount of any no-fault benefits paid or payable to an eligible injured person whose claim for such benefits meets the requirements of HRS Section 294-6 (a) (1), (2) or (3).
- (B) Any Automobile Medical Payments or Automobile Medical Expense Coverage afforded under this policy shall be excess over any no-fault benefits paid or payable under this or any other automobile insurance policy because of accidental harm sustained by an eligible injured person.

## SECTION III

It is agreed that the limit of bodily injury liability and uninsured motorist coverage stated in the declarations as applicable to 'each person' is the limit of the Company's liability for all damages, including damages for care and loss of services arising out of bodily injury sustained by one person as the result of any one occurrence or accident. Any limit stated in the declarations, or any part of the limit of liability provision, applicable to the bodily injury liability and uninsured motorist coverage under this policy, that applies to each occurrence or each accident is, subject to the above provision respecting each person, deleted.

## **SECTION IV**

## CONSTITUTIONALITY PROVISION

In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the provisions of the Hawaii no-fault law providing for abolition of tort liability invalid or unenforceable, the Company is subrogated to all rights of the person to whom or for whose benefit any no-fault benefits have been paid under this policy to the full extent of such payments, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

## ILLINOIS EXTENDED PERSONAL INJURY PROTECTION - BASIC

#### **AMENDATORY COVERAGE**

## INSURING AGREEMENT—BASIC PERSONAL INJURY PROTECTION

The Company agrees with the named insured to add to the bodily injury liability section of the policy, in accordance with Article XXXV of the Illinois Insurance Code, subject to all of the provisions of the Policy except as modified herein:

#### BASIC PERSONAL INJURY PROTECTION

The Company will pay to or for the benefit of the injured person:

- (a) Medical, Hospital and Funeral Expenses: All reasonable and necessary expenses arising from an accident for medical, surgical, x-ray, dental, prosthetic, ambulance, hospital, professional nursing and funeral services, incurred within one year after the date of the accident, subject to a limit of \$2,000 per injured person.
- (b) Income Continuation: 85% of the income lost within one year immediately after the date of the accident by an injured person who was an income or wage-earner, as a result of total disability caused by the accident, subject to a payment limit of \$150 per week per injured person for 52 weeks commencing on the date of the accident.
- (c) Loss of Services: Where the injured person was not an income or wage-earner at the time of the accident, reimbursement for payments made to others, not members of the injured person's household, for reasonable and necessary expenses incurred as a result of disability caused by the accident for essential services ordinarily performed by the injured person for care and maintenance of the family or family household, actually rendered within one year after the date of such accident, subject to a limit of \$12 per day per injured person for 365 days commencing on the date of the accident.

#### Definitions:

When used in reference to this insurance:

"injured person" means

- (a) the named insured or any relative who sustains bodily injury in any motor vehicle accident;
- (b) any person, other than the named insured or a relative, who sustains bodily injury while occupying the insured automobile as a guest passenger;
- (c) any person, other than the named insured or a relative, who sustains bodily injury while using the insured automobile with the permission of the named insured; or
- (d) any pedestrian, other than the named insured or a relative, who sustains bodily injury through being struck by the insured automobile in an accident occurring within the State of Illinois;

"named insured" means the individual named in the declarations and includes his spouse if a resident of the same household;

"relative" means a relative of the named insured who is a resident of the same household;

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"occupying" means in or upon or entering into or alighting from;

"automobile" means a private passenger automobile of the sedan, station wagon, or jeep type, not used as a public livery conveyance, nor ranted to others, and includes any other 4 wheel motor vehicle used as a utility automobile, pickup truck, sedan delivery truck, or panel truck which is not used primarily in the occupation, profession or business of the insured, other than farming or ranching;

"insured automobile" means an automobile described as an insured automobile under the bodily injury liability insurance of the policy and which is registered or principally garaged in the State of Illinois;

"total disability" means inability of the injured person to engage in his ordinary occupation;

"income or wage-earner" includes an individual who is usually and normally gainfully employed in a continuous full time or permanent occupation:

"medical services" includes services rendered by an individual licensed under the Medical Practice Act of the State of Illinois or under the comparable statute of the jurisdiction by which the individual rendering the services is licensed and any non-medical remedial treatment and care rendered in accordance with a recognized religious method of healing;

"motor vehicle" means a land motor vehicle or trailer other than (1) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads, or (3) a vehicle while located for use as a residence or premises;

## Exclusions

Basic Personal Injury Protection does not apply:

(a) to or on behalf of any injured person where such person's conduct contributed to the injury in any of the following ways:

This endorsement forms a part of the policy, from January 1, 1972 or the inception date of the policy, whichever is later.

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- (1) by intentionally causing injury to himself;
- (2) while under the influence of intoxicating liquor or narcotic drugs;
- (3) by operating a motor vehicle without a license or after suspension or revocation of a license;
- (4) by operating a motor vehicle upon a bet or wager or in a race;
- (5) while seeking to elude lawful apprehension or arrest by a police officer;
- (6) while operating or riding in a vehicle known to him to be stolen; or
- (7) while in the commission of a felony;
- (b) to the named insured or any relative while occupying any automobile owned by the named insured or furnished for the named insured's regular use and not insured for automobile bodily injury liability;
- (c) to a relative while occupying any automobile owned by such relative or furnished for the relative's regular use and not insured for automobile bodily injury liability;
- (d) to any direct or indirect loss or interest of, or for services or benefits provided or furnished by, the United States of America or any of its agencies coincident to a contract of employment or of military enlistment, duty or service;
- (e) to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- (f) to any person who sustains bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

#### Limits of Liability

The limits stated in paragraphs (a), (b) and (c) under Basic Personal Injury Protection are the total limits of the Company's liability under this Insuring Agreement per injured person as the result of any one accident, regardless of the number of insured automobiles to which this insurance applies.

Any amount payable to or for the benefit of an injured person under this insurance must be reduced by:

- (1) any amount paid or payable to such injured person under the workmen's compensation laws of any State or the Federal Government;
- (2) any amount, received by or on behalf of such injured person from any third person who is or may be liable in tort therafor or from such third person's agent or insurer, to the extent that such amount would produce a duplication of payment or reimbursement for any loss or expense covered under this insurance; and
- (3) the amount of any similar automobile medical, income continuation, loss of services or survivor's benefits available to the injured person who is injured while occupying, or through being struck by a motor vehicle not insured for Illinois Extended Personal Injury Protection.

#### CONDITIONS

The following conditions apply to all Provisions of this endorsement except where otherwise noted:

- (1) Notice. In the event of an accident, written notice containing particulars sufficient to identify the injured persons, and also reasonably obtainable information respecting the time, place and circumstances of the accident, must be given by or enbehalf of the person who sustains injury to the Company or one of its authorized agents as soon as practical. If any injured person or his legal representative institutes legal action to recover damages for bodily injury against a third party, a copy of the summons and complaint or other process served in connection with such legal action must be forwarded as soon as practical to the Company by such injured person or his legal representative.
- (2) Medical Reports: Proof of Claim. As soon as practical the injured person, or someone on his behalf, shall give the Company written proof of claim, and shall, upon each reasonable request from the Company, execute authorization to enable the Company to obtain medical reports, copies of records and loss of earnings information. The injured person must submit to physical examinations by physicians selected by the Company whenever the Company may reasonably require. A copy of any medical report must be forwarded to the injured person. The Company may require that the injured person, as a condition for receiving income continuation payments, furnish the Company reasonable medical proof of his inability to work.
- (3) Prompt Payments. Payments to be made under Basic or Excess Personal Injury Protection must be made promptly after valid proof of loss has been submitted to the Company. Payments must be made periodically on a monthly basis as expenses are incurred. Payments for any period must be paid within 30 days after the Company has received reasonable proof of the fact and amount of expenses incurred during that period. If reasonable proof is not supplied as to the entire claim the amount supported by reasonable proof must be paid within 30 days after such proof is received by the Company. Any part or all of the remainder of the claim that is later supported by reasonable proof must be paid within 30 days after such proof is received by the Company.
- (4) Action Against the Company. No action may lie against the Company unless, as a condition precedent thereto, there has been full compliance with all the terms of this coverage.
- (5) Policy Period and Territory. This insurance applies only to accidents which occur on or after January 1, 1972, during the policy period and, except as otherwise provided under the definition of "injured person" herein, within the United States of America, its territories or possessions or Canada.

- (6) Subrogation. In the event of any payment under this endorsement, the Company is subrogated to the rights of the person to or for whom such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- (7) Trust Agreement. In the event of any payment under this coverage:
  - (a) the Company is entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the injured person against any person or organization legally responsible for the bodily injury because of which such payment is made, to the extent the damages recovered include the amount of any payment so made.
  - (b) the injured person holds in trust for the benefit of the Company all rights of recovery which he has against such other person or organization because of any payment so made which is the subject of claim made hereunder.
  - (c) the injured person shall do whatever is necessary to secure the rights of the Company.
  - (d) if requested in writing by the Company the injured person shall take, through any representative designated by the Company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of the injured person;
  - (e) the injured person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- (8) Other Insurance. No person may recover benefits prescribed by law and afforded under this coverage from more than one policy or company on a duplicate basis. The insurance afforded shall be primary unless Basic Personal Injury Protection benefits are available to the injured person as the result of such person being struck by an automobile with respect to which a specific premium charge for Basic Personal Injury Protection has been made under another policy or as the result of such person being injured while occupying such an automobile. In such an event, this insurance shall not apply.

Subject to the foregoing, the insurance afforded shall also be primary as respects a relative injured while occupying or being struck by a motor vehicle for which benefits are not afforded unless Basic Personal Injury Protection benefits are available to the relative under a policy under which the relative is a named insured, in which event, this insurance shall not apply. However, the insurance afforded shall be primary for a relative when the relative is injured in an automobile described in the policy as an insured automobile.

Regardless of the number of automobiles insured for such benefits, whether in one or more policies, whether written by the same or different companies, and regardless of the number of applicable policies affording such benefits to any one injured person, in no event shall the total benefits payable to such insured person as the result of any one accident exceed the total amount of Basic Personal Injury Protection benefits provided under this insurance.

#### **EXCESS INSURANCE**

It is agreed that any automobile medical or accidental disability coverage shall be excess over any Basic or Excess benefits available, or which would be available but for the application of a deductible, under Illinois Extended Personal Injury Protection.

#### PROTECTION AGAINST UNINSURED MOTORISTS COVERAGE

It is agreed that, in accordance with Section 606 of Article XXXV. Illinois Insurance Code, any amount payable to an injured person under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any benefits paid to or on behalf of such injured person under any Illinois Extended Personal Injury Protection.



## AUTOMOBILE PERSONAL INJURY PROTECTION ENDORSEMENT (KANSAS)

The Company agrees with the **named insured**, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

#### SCHEDULE OF BENEFITS — PERSONAL INJURY PROTECTION

A. Medical Expenses \$2,000 per person

B. Rehabilitation Expenses \$2,000 per person

C. Work Loss \$ 650 per month maximum

D. Essential Service Expenses \$ 12 per day — 365 days maximum

E. Funeral Expenses \$1,000 per person

\$ 650 monthly earnings — per month maximum

\$ 12 per day Essential Service Expenses — 365 days maximum

## SECTION I

## Personal Injury Protection Coverage

The Company will pay in accordance with the Kansas Automobile Injury Reparations Act personal injury protection benefits for:

- (a) medical expenses,
- (b) rehabilitation expenses,
- (c) work loss,

F. Survivors' Loss

- (d) essential service expenses,
- (e) funeral expenses, and
- (f) survivors' loss

incurred with respect to **bodily injury** sustained by an **eligible injured person** caused by an accident arising out of the ownership, operation, maintenance or use of a motor vehicle.

### Exclusions

This coverage does not apply:

- (a) to **bodily injury** sustained by the **named insured** or any **relative** while occupying any **motor vehicle** owned by the named insured which is not an **insured motor vehicle**:
- (b) to **bodily injury** sustained by any person operating the **insured motor vehicle** without the express or implied consent to the **named insured**;
- (c) to bodily injury sustained by any person if such person
  - (1) causes such bodily injury to him or herself intentionally;
  - (2) is an international converter of a motor vehicle at the time such bodily injury is sustained;
  - (3) is injured as a result of conduct within the course of a business of repairing, servicing or otherwise maintaining motor vehicles unless such conduct occurred off the business premises, or:
  - (4) is injured as a result of conduct in the course of loading or unloading a motor vehicle unless the conduct occurred while occupying such motor vehicle;
- (d) to bodily injury sustained by any person other than the named insured if such person is the owner of a motor vehicle with respect to which security is required under the Kansas Automobile Injury Reparations Act;
- (e) to bodily injury sustained by any person other than the named insured or any relative, not a resident of Kansas while not occupying the insured motor vehicle.

## **Definitions**

When used in reference to this coverage:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom;

"eligible injured person" means

- (1) the named insured or any relative who sustains bodily injury while occupying, or through direct physical contact with, while not occupying, any motor vehicle, or
- (2) any other person who sustains bodily injury while occupying the insured motor vehicle or through direct physical contact with the insured motor vehicle while not occupying any motor vehicle;

"essential service expenses" means appropriate and reasonable expenses incurred in obtaining ordinary and necessary services in lieu of those that, but for the **bodily injury**, the **eligible injured person** would have performed to the benefit of him or herself or his or her family;

"funeral expenses" means funeral, burial or cremation expense incurred;

"insured motor vehicle" means a motor vehicle or which the named insured is the owner and with respect to which (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and (b) the named insured is required or has elected to maintain security required under the Kansas Automobile Injury Reparations Act;

"medical expenses" means all reasonable expenses incurred for necessary medical, surgical, x-ray and dental services, including prosthetic devices and necessary ambulance, hospital and professional nursing services, and also includes services recognized and permitted under the laws of Kansas for an eligible injured person who relies upon spiritual means through prayer alone for healing in accordance with his or her religious beliefs;

"monthly earnings" means (1) one-twelfth of the annual earnings, at the time the bodily injury was sustained, of an eligible injured person who is regularly employed or regularly self-employed, or (2) one-twelfth of the anticipated annual earnings of an eligible injured person who is not regularly employed or self-employed, or who is unemployed, from the time he or she would reasonably have been expected to be so employed. Anticipated annual earnings of an unemployed eligible injured person who has previously been employed or self-employed shall be calculated by averaging the annual compensation of such person for a period not to exceed five (5) years preceding the year of his bodily injury, during which such person was employed:

"motor vehicle" means a self-propelled vehicle of a kind required to be registered in the State of Kansas including any trailer, semi-trailer, or pole trailer designed for use with such a vehicle, but such term shall not include a motorized bicycle;

"named insured" means the individual named in Item 1 of the Declarations and also includes his or her spouse, if a resident of the same household, and also includes the owner;

"occupying" means in or upon, entering into or alighting from;

"rehabilitation expenses" means all reasonable expenses incurred for necessary psychiatric services, occupational therapy and such occupation training and retraining as may be reasonably necessary to enable the eligible injured person to obtain suitable employment;

"relative" means a spouse or any other person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured, or who usually makes his or her home in the same household but temporarily lives elsewhere;

"survivor" means a deceased eligible injured person's spouse, or child under the age of eighteen (18) years, where his or her death resulted from a bodily injury:

"survivor's loss" means total allowances to all survivors for (1) loss after an eligible injured person's death of his or her monthly earnings and (2) essential service expenses incurred after his or her death, reduced by the amount of any expenses of the survivors which have been avoided by reason of his or her death;

"work loss" means loss during the eligible injured person's lifetime of monthly earnings due to his or her inability to engage in available and appropriate gainful activity, provided the **bodily injury** sustained is the proximate cause of such liability;

"workmen's compensation law" means the Workmen's Compensation Act of Kansas, the United States Longshoremen's and Harbor Workers' Compensation Act, the Federal Employer Liability Acts, and any similar state or federal law.

## **Limits of Liability**

Regardless of the number of persons insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any one person in any one **motor vehicle** accident is limited as follows:

- 1. medical expenses shall not include rehabilitation expenses and the maximum amount payable therefor shall not exceed two thousand dollars (\$2,000);
- 2. rehabilitation expenses shall not include medical expenses and the maximum amount payable therefor shall not exceed two thousand dollars (\$2,000);
- 3. for work loss the maximum amount payable (a) shall not exceed six hundred fifty dollars (\$650) per month for a period of no more than one (1) year after the date the eligible injured person first becomes unable to engage in available and appropriate gainful activity and (b) shall be limited to 85% of any such work loss unless such amount payable is deemed includable in gross income for federal income tax purposes;
- 4. for essential service expenses incurred during the lifetime of the eligible injured person the maximum amount payable shall not exceed twelve dollars (\$12) per day for a period of not longer than three hundred sixty-five (365) days after the date such expenses are first incurred:

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5. for funeral expenses the maximum amount payable shall not exceed one thousand dollars (\$1,000);

- for survivors' loss the maximum amount payable shall not exceed six hundred may dollars (\$650) per month for the loss of monthly earnings of the eligible injured person and shall not exceed twelve dollars (\$12) per day for essential service expenses. All survivors' loss shall be paid for a period of not longer than one (1) year after the eligible injured person's death, less the number of months such person received work loss prior to his or her death:
- 7. any amount payable by the Company under the terms of this coverage shall be reduced by the amount payable on account of such **bodily injury** under any **workmen's compensation law.**

## Policy Period; Territory

This coverage applies only to accidents which occur on or after January 1, 1974 during the policy period:

- (a) in the State of Kansas, and
- (b) with respect to the named insured or a relative, while occupying the insured motor vehicle outside the State of Kansas but within the United States of America, its territories, or possessions, or Canada.

#### Conditions

- A. Action Against Company. No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.
- B. Notice. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable. If any eligible injured person, his or her legal representative or his or her survivors shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, his or her legal representative or his or her survivors. No claim for personal injury protection benefits shall be made after two (2) years from the date of the bodily injury.
- C. Medical Reports, Proof of Claim. As soon as practicable the eligible injured person or someone on his or her behalf shall give to the Company written proof of claim, including full particulars of the nature and extent of the bodily injuries, treatment and rehabilitation received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical and mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.
- D. Reimbursement and Subrogation. The Company's right of reimbursement, indemnity and subrogation shall be as follows:
  - (1) In the event of recovery by the eligible injured person, his or her dependents or personal representatives by judgment, settlement or otherwise against a tortfeaser pursuant to K.S.A. 1976 Supp. 40-3117, the company shall be subrogated to the extent of duplicative personal injury protection benefits provided to date of such recovery and shall have a lien therefor against such recovery and the company may intervene in any action to protect and enforce such lien. Whenever any judgment in any such action, settlement or recovery otherwise shall be recovered by the eligible injured person, his or her dependents or personal representatives prior to the completion of personal injury protection benefits, the amount of such judgment, settlement or recovery otherwise actually paid and recovered which is in excess of the amount of personal injury protection benefits paid to the date of recovery of such judgment, settlement or recovery otherwise shall be credited against future payments of said personal injury protection benefits.
  - (2) In the event an eligible injured person, his or her dependents or personal representative fails to commence an action against such tortfeaser within eighteen (18) months after the date of the accident resulting in injury, such failure shall operate as an assignment to the Company of any cause of action in tort which the eligible injured person, the dependents of such person or personal representatives of such person may have against such tortfeasor for the purpose and to the extent of recovery of damages which are duplicative of personal injury protection benefits. The Company may enforce same in his or her own name or in the name of the eligible injured person, representative or dependents of the eligible injured person for their benefit as their interest may appear by proper action in any court of competent jurisdiction.
  - (3) In the event of a recovery pursuant to K.S.A. 60-258a, the Companys' right of subrogation shall be reduced by the percentage of negligence attributable to the eligible injured person.
  - (4) Pursuant to this section, the court shall fix attorney fees which shall be paid proportionately by the Company and the eligible injured person, his or her dependents or personal representatives in the amounts determined by the court.
- E. Other Insurance. If two (2) or more insurers or self-insurers are liable to pay personal injury protection benefits for the same injury to any one (1) person, the maximum benefits payable shall be the total of the various maximum benefits provided by the Kansas Automobile Injury Reparations Act, and the Company shall be entitled to recover from each of the other insurers or self-insurers an equitable pro rata share of the benefits paid and expenses incurred in processing the claim.

F. Payment of Benefits. Personal injury protection benefits payable under this policy shall be overdue if not paid within thirty (30) days after the Company is furnished written notice of the fact of a covered loss and of the amount of same, except that work loss payable under this policy shall be paid not less than every two weeks after such notice. If such written notice is not furnished as to the entire claim, any partial amounts supported by written notice is overdue if not paid within thirty (30) days after such written notice is furnished. Any part or all of the remainder of the claim that is subsequently supported by written notice is overdue if not paid within thirty (30) days after such written notice is furnished the Company. All overdue payments shall bear simple interest at the rate of eighteen percent (18%) per annum.

## SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates the following conditions shall apply:

- (a) Excess Insurance: Any Automobile Medical Payments Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible insured person**.
- (b) Conflict of Provisions: In the event that there is a conflict between the provisions of this endorsement and the provisions of the policy to which it is attached, the provisions of the policy are superseded by the provisions of this endorsement.
- (c) Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the provisions of the Kansas Automobile Injury Reparations Act are hereby amended to conform to such law.



## MICHIGAN PERSO, AL INJURY PROTECTION ENDORSE, JENT (PERSONAL PROTECTION INSURANCE)

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein; as follows:

#### SECTION I

## PERSONAL INJURY PROTECTION

The Company will pay, in accordance with Chapter 31 of the Michigan Insurance Code, to or on behalf of each eligible injured person or his dependent survivors, personal protection benefits consisting of

- (a) allowable expenses,
- (b) work loss, and
- (c) survivors' loss

as a result of **bodily injury** caused by accident and arising out of the ownership, operation, maintenance or use, including loading or unloading, of a **motor vehicle** as a **motor vehicle**.

#### Exclusions

This insurance does not apply

- (a) to any benefits any person would otherwise be entitled to receive hereunder for **bodily injury** intentionally caused by him? to himself or to another;
- (b) to **bodily injury** sustained by any person while using a **motor vehicle** which he had taken unlawfully, unless he reasonably believed that he was entitled to take and use such **motor vehicle**:
- (c) to bodily injury sustained by any person, other than the named insured or any relative, while not occupying any motor vehicle, if the accident occurs outside the State of Michigan;
- (d) to bodily injury sustained by the named insured while occupying, or through being struck by while not occupying, any motor vehicle owned or registered by the named insured and which is not an insured motor vehicle;
- (e) to bodily injury sustained by any relative while occupying, or through being struck by while not occupying, any motor vehicle if such relative is the owner or registrant of such motor vehicle and has failed to maintain security with respect thereto as required by Chapter 31 of the Michigan Insurance Code;
- (f) to **bodily injury** sustained by an owner or registrant of a **motor vehicle** involved in the accident with respect to which the security required by Chapter 31 of the Michigan Insurance Code is not in effect;
- (g) to **bodily injury** sustained by any **relative**, if such **relative** is entitled to personal protection benefits as a named insured under the terms of any other policy with respect to such coverage;
- (h) to **bodily injury** sustained by any person, other than the **named insured** or any **relative**, if such person is entitled to personal protection benefits as a named insured or relative under the terms of any other policy with respect to such coverage;
- (i) to bodily injury sustained by any person, other than the named insured or any relative, while occupying, or through being struck by while not occupying, any motor vehicle, other than an insured motor vehicle, which is being operated by the named insured or relative if the owner or registrant of such motor vehicle has provided security with respect thereto as required by Chapter 31 of the Michigan Insurance Code;
- (j) to bodily injury sustained by any person arising out of the ownership, operation, maintenance or use, including loading or unloading, of a parked motor vehicle unless
  - the motor vehicle was parked in such a way as to cause unreasonable risk of the bodily injury which occurred, or
  - 2. such bodily injury was a direct result of physical contact with
    - a. equipment permanently mounted on such motor vehicle while such equipment was being operated or used, or
    - b. property being lifted onto or lowered from such motor vehicle in the loading or unloading process, or
  - such bodily injury was sustained by a person while occupying such motor vehicle;
- (k) to bodily injury sustained by any person while occupying a motor vehicle located for use as a residence or premises;

(continued on reverse side)

This endorsement forms a part of the policy.

ENDORSEMENT NO. 25

- (1) to bodily injury sustained by any person while occupying a public or livery conveyance, unless such conveyance is an insured motor vehicle, for which security is maintained as required by Chapter 31 of the Michigan Insurance Code; however, this insurance shall apply to a person who is a passenger in
  - 1. a school bus, as defined by the Department of Education, providing transportation not prohibited by law,
  - 2. a bus operated by a common carrier of passengers certified by the Public Service Commission,
  - 3. a bus operating under a Government-sponsored transportation program,
  - 4. a bus operated by or providing service to a nonprofit organization, or
  - 5. a taxicab insured as prescribed in Section 500.3101 or 500.3102 of the Michigan Compiled Laws if that person is a named insured or relative under this policy;
- (m) to bodily injury sustained by the named insured or any relative while occupying a motor vehicle owned or registered by the employer of the named insured or such relative for which security is maintained as required by Chapter 31 of the Michigan Insurance Code;
- (n) with respect to work loss and survivors' loss, to bodily injury sustained by any person, other than the named insured or any relative, while occupying any motor vehicle, other than the insured motor vehicle, which is being operated by the named insured or any relative outside the State of Michigan if neither the owner nor the registrant of such motor vehicle is required to provide security with respect thereto under Chapter 31 of the Michigan Insurance Code.

#### **Definitions**

When used in reference to this insurance:

"allowable expenses" means reasonable charges incurred for reasonably necessary products, services, and accommodations, for an eligible injured person's care, recovery or rehabilitation, including, but not limited to, expenses for medical, hospital, nursing, x-ray, dental, surgical, ambulance, funeral and burial services and prosthetic devices:

"bodily injury" means accidental bodily injury, sickness or disease, including death resulting therefrom;

## "dependent survivors" means

- (a) the surviving spouse of the deceased **eligible injured person** if residing in the same household at the time of death, or if dependent upon such deceased at the time of death, provided that the dependency of such spouse shall terminate upon remarriage or death;
- (b) any person who was dependent upon the deceased **eligible** injured person at the time of such **eligible** injured person's death, but only while such other person is
  - 1. under the age of 18 years, or
  - 2. physically or mentally incapacitated from earning, or
  - 3. engaged full-time in a formal program of academic or vocational education or training;

## "eligible injured person" means

- (a) the named insured or any relative who sustains bodily injury in an accident involving a motor vehicle;
- (b) any other person who sustains bodily injury
  - 1. while accupying the insured motor vehicle, or
  - 2. while not occupying any motor vehicle as a result of an accident involving the insured motor vehicle, or
  - 3. as the result of an accident involving any other motor vehicle
    - (i) which is being operated by the named insured or a relative, and
    - (ii) to which the bodily injury liability insurance of the policy applies;

"income" means salary, wages, tips, commissions, fees and other earnings derived from work or employment;

## "insured motor vehicle" means a motor vehicle with respect to which

- (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the named insured is required to maintain security under Chapter 31 of the Michigan Insurance Code;
- "motor vehicle" means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than two wheels;

"named insured" means the person or organization named in the declarations;

"occupying" means in or upon or entering into or alighting from;

"relative" means a person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured;

"survivors' loss" means loss sustained during the first 3 years after the date of the accident by dependent survivors because of the death of an eligible injured person and consisting of

- (a) contributions of tangible things of economic value, not including services, that such dependent survivors would have received for support during their dependency from the deceased had he not sustained the bodily injury causing death, and
- (b) expenses reasonably incurred by such dependent survivors during their dependency in obtaining ordinary and necessary services in lieu of those that the deceased person would have performed for their benefit had he not sustained the bodily injury causing death;

"work loss" means loss sustained during the first 3 years after the date of the accident consisting of

- (a) loss of income the eligible injured person would have earned had he not sustained bodily injury; and
- (b) reasonable expenses incurred in obtaining ordinary and necessary services from others in lieu of those services that, had he not sustained **bodily injury**, the **eligible injured person** would have performed not for **income** but for the benefit of himself or his dependent,

but work loss does not include any loss after the date on which the eligible injured person dies.

## Policy Period; Territory

This insurance applies only to accidents which occur on or after October 1, 1973 and during the policy period and within the United States of America, its territories or possessions, or Canada.

## Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this insurance applies, the Company's liability for personal protection benefits to or on behalf of any one person who sustains bodily injury in any one motor vehicle accident is limited as follows:

- 1. allowable expenses shall not include charges for hospital room in excess of a reasonable and customary charge for semi-private accommodations except when the eligible injured person requires special or intensive care;
- the maximum amount payable for funeral and burial expenses shall not exceed \$1,000;
- 3. the maximum amount payable for all work loss sustained in any single 30 day period, and any income earned from work performed by the eligible injured person within the same 30 day period, together shall not exceed \$1,000 or whatever other amount is established under Section 3107(b) of Chapter 31 of the Michigan Insurance Code, and such amount shall apply pro rata to any lesser period of work loss, provided that
  - (a) the maximum amount payable for loss of income because of work loss shall not exceed 85% of such loss of income, unless the eligible injured person presents to the Company reasonable proof of a lower tax advantage, in which case a greater percentage value shall apply;
  - (b) the maximum amount payable for **work loss**, other than loss of income, incurred by the **eligible injured person** shall not exceed \$20 per day;
- 4. the maximum amount payable for survivors' loss, because of the death of an eligible injured person, sustained in any single 30 day period shall not exceed \$1,000 or whatever other amount is established under Section 3108 of Chapter 31 of the Michigan Insurance Code, provided that the maximum amount payable for survivors' loss because of reasonable expenses incurred by such eligible injured person's dependent survivors shall not exceed \$20 per day;
- 5. any amount payable by the Company under the terms of this insurance shall be reduced by the amount paid, payable or required to be provided under
  - (a) the laws of any state or federal government;
  - (b) any elective deductible set forth in the declarations of this policy, provided that such deductible shall apply only to the named insured and any relative.

## Conditions

A. Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement, provided further that an action for recovery of personal protection benefits payable under this insurance may not be commenced later than 1 year after the date of accident causing the injury unless written notice of injury as provided herein has been given to the Company within 1 year after the accident or unless the Company has previously made a payment of personal protection benefits for the injury. If the notice has been given or a payment has been made, the action may be commenced at any time within 1 year after the most recent allowable expense, work loss or survivors' loss has been incurred. However, the claimant may not recover benefits for any portion of the loss incurred more than 1 year before the date on which the action was commenced.

(continued on reverse side)

- B. Medical Reports; Proof of Claim. As soon as practicable the eligible injured person or someone on his behalf shall give the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical or mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.
  - If requested by the Company, such eligible injured person, someone on his behalf or his employer shall furnish a sworn statement of earnings by such eligible injured person since the date of the accident and for a reasonable time prior to the accident.
- C. Notice. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place, and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable.
  - If any eligible injured person, dependent survivor or the legal representative of either shall institute legal action to recover damages for injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, dependent survivor or legal representative.
- D. Reimbursement and Trust Agreement. Subject to any applicable limitations set forth in Chapter 31 of the Michigan Insurance Code, in the event of any payment of benefits to any person under this insurance, if such person is legally entitled to recover such benefits,
  - (a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any right of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made, and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such **bodily injury**, his agent, his insurer, or a court having jurisdiction in the matter;
  - (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such **bodily injury**;
  - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
  - (d) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- E. Multiple Policies; Non-Duplication of Benefits. Regardless of the number of motor vehicles insured or insurers (including self-insurers) providing security in accordance with Chapter 31 of the Michigan Insurance Code, or the provisions of any other law providing for direct benefits without regard to fault for motor or any other vehicle accidents, no person shall recover duplicate benefits for the same expenses or loss.
  - If any eligible injured person is entitled to recover benefits under more than one policy, the maximum recovery under all such policies shall not exceed the amount which would have been payable under the provisions of the policy providing the highest dollar limit of benefits payable.

## SECTION II

In consideration of the insurance afforded under Section I of this endorsement and the adjustment of applicable rates:

- (a) any amount payable under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any personal protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** to an **eligible injured person**;
- (b) any Automobile Medical Payments Coverage afforded under this policy is deleted except with respect to any vehicle for which security is not required to be maintained by Chapter 31 of the Michigan Insurance Code.

#### SECTION III

The premium for the policy is based on rates which have been established in reliance upon the limitation upon the right to recover for damages under the provisions of Chapter 31 of the Michigan Insurance Code. If a court of competent jurisdiction declares or enters a judgment, from which there is no appeal, the effect of which is to render the provisions of such act invalid or unenforceable in whole or in part, the company shall have the right to recompute the premium payable for the policy on the basis of revised rates which are subject to review by the Commissioner of Insurance. In the event the named insured elects to delete any coverage as a result of such declaration of judgment, any resulting refund of premium shall be computed on a pro-rata basis.

## PERSONAL INJUNY PROTECTION ENDORSEMENT (Minnesota)



The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

#### SECTION I

### PERSONAL INJURY PROTECTION COVERAGE

The Company will pay, in accordance with the Minnesota no-fault automobile insurance act, personal injury protection benefits for

- (a) medical expenses,
- (b) work loss,
- (c) essential services expenses,
- (d) funeral expenses and
- (e) survivors' loss

incurred with respect to **bodily injury** sustained by an eligible injured person caused by an accident arising out of the maintenance or use of a motor vehicle as a vehicle, or of a motorcycle.

#### Exclusions

This coverage does not apply:

- (a) to bodily injury sustained by the named insured or any relative arising out of the maintenance or use of any motor vehicle owned by the named insured which is not an insured motor vehicle;
- (b) to bodily injury sustained by any relative arising out of the maintenance or use of any motor vehicle owned by such relative with respect to which the security required by the Minnesota no-fault automobile insurance act is not in effect:
- (c) to bodily injury sustained by any relative if such relative is entitled to personal injury protection coverage as a self-insured or as a named insured under the terms of any other policy with respect to such coverage;
- (d) to bodily injury sustained by any person, other than the named insured or relative, if such person is entitled to personal injury protection coverage as a self-insured or as a named insured or relative under the terms of any other policy with respect to such coverage;
- (e) to bodily injury sustained by any person arising out of the maintenance or use of a motor vehicle, other than the insured motor vehicle,
  - being used in the business of transporting persons or property, or
  - furnished by the employer of the named insured or relative,

if with respect to such vehicle the security required by the Minnesota no-fault automobile insurance act is in effect, provided that such **bodily Injury** is sustained while not occupying another involved **motor vehicle**; however, this exclusion does not apply to (i) the insured motor vehicle, (ii) a commuter van as defined in the Minnesota no-fault automobile insurance act or (iii) a vehicle being used to transport children to school or to a school sponsored activity;

- (f) to any benefits any person would otherwise be entitled to receive hereunder for bodily injury intentionally caused by such person or arising out of his intentionally attempting to cause bodily injury, and, if any person dies as a result of intentionally causing or attempting to cause bodily injury to himself, his survivors are not entitled to any survivors' loss benefits;
- (g) to bodily injury sustained by any person in the course of an officiated racing or speed contest, or in practice or preparation therefor;
- (h) to bodily injury sustained by any person if such injury arises out of conduct within the course of a business of repairing, servicing, or otherwise maintaining motor vehicles unless such conduct occurs off the business premises;
- to bodily injury sustained by any person if such injury arises out of conduct in the course of loading or unloading any motor vehicle unless the conduct occurs while such person is occupying such motor vehicle;
- (j) to bodily injury sustained by any person while occupying a motorcycle;
- (k) to personal injury protection benefits otherwise payable in the event that a lapse of one year or more occurs in the period of disability and medical treatment of an eligible injured person as a result of any one accident;
- to bodily injury sustained by any person, other than the named insured or any relative, arising out of the maintenance or use by such person of a motor vehicle without a good faith belief that he is legally entitled to use such motor vehicle;
- (m) to bodily injury sustained by any person, other than the named insured or any relative, while a pedestrian through being struck by the insured motor vehicle, if the accident occurs outside the State of Minnesota;
- (n) to bodily injury sustained by any person arising out of the maintenance or use of a motor vehicle while located for use as a residence or premises;
- to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (p) to bodily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;
- (q) with respect to work loss, essential services expenses, and survivors' loss, to bodily injury

(continued on reverse)

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This endorsement forms a part of the policy.

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sustained by any person, other than the named insured or relative, while occupying any motor vehicle, not owned by the named insured or relative, which is being operated by the named insured or relative;

#### Definitions

When used in reference to this coverage:

"bodily injury" means bodily injury, sickness or disease including death at any time resulting therefrom;

"eligible injured person" means

- a) the named insured or any relative who sustains bodily injury while occupying a motor vehicle, or while a pedestrian because of an accident arising out of the maintenance or use of any motor vehicle or motorcycle;
- any other person who sustains bodily injury while occupying a motor vehicle not owned by, but operated by the named insured or relative, other than a public or livery conveyance, if the bodily injury results from the operation of the motor vehicle by the named insured or relative;
- any other person who sustains bodily injury while occupying, or while a pedestrian because of an accident arising out of the maintenance or use of, the insured motor vehicle.

"essential services expenses" means expenses reasonably incurred during a period commencing 8 days after the date of the accident and during the eligible injured person's lifetime, in obtaining usual and necessary substitute services in lieu of those that, had he not been injured, he would have performed not for income but for the direct benefit of himself or his household; if the non-fatally injured eligible injured person normally, as a full time responsibility, provides care and maintenance of a home, with or without children, the benefit is the reasonable value of such care and maintenance, if greater than the expense incurred;

"funeral expenses" means reasonable expenses for professional funeral and burial services including expenses for cremation, or delivery under the Minnesota Uniform Anatomical Gift Act;

"insured motor vehicle" means a motor vehicle with respect to which

- a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- b) the named insured is required to maintain security under the provisions of the Minnesota no-fault automobile insurance act:

"medical expenses" means all reasonable expenses incurred for necessary medical, surgical, x-ray, optical, dental, chiropractic and rehabilitative services, including prosthetic devices, prescription drugs, necessary ambulance, hospital, extended care and nursing services, including necessary remedial treatment and services recognized and permitted under the laws of Minnesota for an eligible injured person who relies upon spiritual means through prayer alone for healing in accordance with his religious belief;

"motor vehicle" means every vehicle, including a trailer, other than a motorcycle or other vehicle with fewer than four wheels, which

- a) is required to be registered pursuant to Minnesota Statutes. Chapter 168.
- b) is designed to be self-propelled by an engine or motor for use primarily upon public roads, highways or streets to the transportation of persons or property;

"named insured" means the person or organization named in the declarations:

"occupying" means in or upon, entering into or alighting from;

"relative" means the spouse and any person related to the named insured by blood, marriage or adoption, including a minor in the custody of the named insured, spouse or such related person who is a resident of the same household as the named insured, whether or not temporarily residing elsewhere:

#### "survivors' loss" means

- a) loss, in the event of the death of an eligible injured person occurring within one year from the date of the accident, of contributions of money or tangible things of economic value, not including services, that his surviving dependents would have received from him for their support during their dependency had he not suffered the fatal bodily injury, and
- b) expenses reasonably incurred by surviving dependents after the death of an eligible injured person in obtaining ordinary and necessary substitute services in lieu of those he would have performed for their benefit had he not suffered the fatal bodily injury; minus expenses of the surviving dependents avoided by reason of such death, provided that the dependency of the surviving spouse shall be terminated in the event such surviving spouse remarries or dies, and the dependency of a child who is not physically or mentally incapacitated from earning shall be terminated in the event he attains majority, marries or becomes otherwise emancipated, or dies:

"work loss" means 85% of loss of gross income resulting from the eligible injured person's inability to work on a regular basis, reduced by any income from work actually performed by the eligible injured person, or by any income he would have earned in available appropriate substitute work which he was capable of performing but unreasonably failed to undertake. Work loss also includes the costs incurred by an eligible injured person who is self-employed in hiring substitute employees to perform tasks which are necessary to maintain his income, which he normally performs himself, and which he cannot perform because of his injury.

## Policy Period; Territory

This coverage applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

#### Limits of Liability

Regardless of the number of persons insured, policies or plans of self insurance applicable, claims made, or Insured motor vehicles to which this coverage applies, the Company's liability for personal injury protection benefits with respect to bodily injury sustained by any one eligible injured person in any one motor vehicle accident shall not exceed a limit of \$30,000 in the aggregate. However, with respect to bodily injured sustained by the named insured or a relative, if there is more than one insured motor vehicle to which this coverage applies, our limit of liability for any one accident is the sum of the limits applicable to each insured motor vehicle. Subject to each such limit:

- (a) the maximum amount payable for medical expenses shall not exceed \$20,000;
- (b) the maximum aggregate amount payable for work loss, essential services expenses, funeral expenses and survivors' loss shall not exceed \$10,000 provided that:
  - 1. the maximum sount payable for work loss shall shot exceed \$200.00 per week;

- the maximum amount payable for essential services expenses shall not exceed \$15.00 per day;
- the maximum amount payable for funeral expenses shall not exceed \$1,250;
- the maximum amount payable for survivors' loss
  - (i) with respect to paragraph (a) of the definition of survivors' loss shall not exceed \$200, per week; and
  - (ii) with respect to paragraph (b) of the definition of survivors' loss shall not exceed \$200. per week.

Any amount payable by the Company under the terms of this coverage shall be reduced by:

- (a) any amounts paid, payable or required to be provided on account of such bodily injury under any workmen's compensation law;
- (b) the amount of any deductible applicable to medical expenses set forth in the schedule, but only with respect to bodily injury sustained by the named insured or by a relative, provided that, if two or more such persons sustain bodily injury in the same motor vehicle accident, the total amount of the deductible applicable to all of them shall not exceed the deductible amount stated in the schedule and such amount shall be allocated equally among them; the amount of any deductible applicable to work loss set forth in the policy but only with respect to bodily injury sustained by the named insured or any relative.
- (c) the amount of any deductible applicable to work loss set forth in the schedule but only with respect to bodily injury sustained by the named inguied or any relative.

#### Conditions

- A. Action Against Company. No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.
- B. Notice. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents within 6 months from the date of the accident. If an eligible injured person, his legal representative or his surviving dependents shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, his legal representative or his surviving dependents.
- C. Medical Reports; Proof of Claim; Rehabilitation Notice. As soon as practicable, the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the bodily injury, treatment and rehabilitation received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible

injured person shall aubmit to physical and mental examination by physicians selected by the Company when and as often as the Company may reasonably require. An eligible injured person who has undertaken a procedure or treatment for rehabilitation or a course of rehabilitative occupational training, other than medical rehabilitation procedure or treatment, shall notify the Company that he has undertaken the procedure, treatment, or training within 60 days after a rehabilitation expense exceeding \$1,000 has been incurred for the procedure. treatment, or training, unless the Company knows or has reason to know of the undertaking. If the eligible injured person does not give the required notice within the prescribed time, the Company is responsible only for \$1,000 or the expense incurred after the notice is given and within the 60 days before the notice, whichever is greater, unless failure to give timely notice is the result of excusable neglect.

- D. Subrogation, Subject to any applicable limitations set forth in the Minnesota no-fault accident insurance act, in the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- E. Reimbursement and Trust Agreement. Subject to any applicable limitations set-forth in the Minnesota no-fault accident insurance act, in the event of any payment to any person under this coverage:
  - the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made; and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such bodily injury, his agent, his insurer or a court having jurisdiction in the matter;
  - such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such bodily injury;
  - such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights; and
  - such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- F. Non-Duplication of Benefits; Other Insurance. No ellgible injured person shall recover duplicate benefits for the same elements of loss under this or any similar insurance including self-insurance. In the event the eligible injured person has other similar insurance including selfinsurance available and applicable to the accident, the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of

liability of this coverage and such other insurance. If work loss, essential services expenses or survivors' loss benefits are payable under more than one policy, the

aggregate applicable to these benefits under any one policy must be exhausted before these benefits are payable under another policy.

#### SECTION II

In consideration of the coverage afforded under Section I and adjustment of applicable rates:

- (a) any amount payable under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any personal injury protection benefits paid or payable or which would be paid or payable but for the application of a deductible under this or any other motor
- vehicle insurance policy because of bodily injury sustained by an eligible injured person;
- (b) any Automobile Medical Payments Coverage afforded under this policy is deleted except with respect to any vehicle for which security is not required to be maintained by the Minnesota no-fault automobile insurance act.

## SECTION III

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Constitutionality Clause. The premium for and the coverages of the policy have been established in reliance upon the provisions of the Minnesota no-fault automobile insurance act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such

act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company.



## NEVADA BASIC REPARATION BENEFITS ENDORSEMENT (Personal Injury Protection)

The Company agrees with the **named insured**, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

## SECTION I

## A. BASIC REPARATION BENEFITS COVERAGE (Personal Injury Protection Coverage)

The Company will pay basic reparation benefits for

- 1. medical expenses,
- 2. work loss,
- 3. replacement services loss,
- 4. funeral expenses and
- 5. survivors' loss

incurred with respect to **bodily injury** sustained by an **eligible injured person** and caused by an accident arising out of the maintenance or use of a **motor vehicle** while it is used as a vehicle.

#### B. LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, claims made, or insured motor vehicles to which this coverage applies, the Company's liability for all basic reparation benefits with respect to bodily injury sustained by any one eligible injured person in any one motor vehicle accident shall not exceed \$10,000 in the aggregate. Subject to such aggregate limit:

- 1. maximum payment for medical expenses shall not exceed a reasonable and customary charge for semi-private accommodations, unless intensive care is medically required;
- 2. maximum payment for work loss shall not exceed \$175 per week. Subject to the above maximum amount if such payment or any portion thereof is excludable from gross income for income tax purposes, the maximum amount payable therefor shall not exceed 85% of such excludable amount;
- 3. maximum payment for replacement services loss shall not exceed \$18 per day for a period not to extend beyond 104 consecutive weeks from the date of the accident, and such payment is conditioned upon the nonpayment of work loss benefits;
- 4. maximum payment for funeral expenses shall not exceed \$1,000;
- 5. maximum payment for survivors' loss shall be \$5,000 or the amount the eligible injured person would have received from work loss benefits for a period of 1 year from the date of the accident if such eligible injured person had survived, less expenses the survivors avoided by reason of the eligible injured person's death, whichever is greater;
- 6. any amount payable by the Company under the terms of this coverage shall be reduced by
  - a) the amount paid, payable or required to be provided on account of such **bodily injury** under any workmen's compensation law; and
  - b) the amount of any applicable deductible set forth in this endorsement or the policy to which it is attached.

## C. DEFINITIONS

When used in reference to this coverage:

- "bodily injury" means bodily injury, sickness or disease, including death resulting therefrom;
- 2. "commercial motor vehicle" means a vehicle of a type required to be registered by the laws of Nevada and used or maintained for the transportation of persons for hire, compensation or profit, or designed, used or maintained primarily for transportation of property, and with respect to which the security required under Chapter 690B of the Nevada Revised Statutes is maintained;
- 3. "eligible injured person" means
  - a) the named insured or any relative who sustains bodily injury arising out of the maintenance or use of any motor vehicle:

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- b) any other person who sustains bodily injury
  - 1. while occupying the insured motor vehicle.
  - 2. while not **occupying** or operating any **motor vehicle** as a result of an accident arising out of the maintenance or use of the **insured motor vehicle**, or
  - 3. as a result of an accident arising out of the maintenance or use of any motor vehicle, other than the insured motor vehicle, while being operated by the named insured or any relative and to which the bodily injury liability insurance of the policy applies, but not including any person while occupying any motor vehicle other than the motor vehicle being operated by such named insured or relative;
  - 4. "replacement services loss" means expenses reasonably incurred during the eligible injured person's lifetime in obtaining ordinary and necessary services in lieu of those the eligible injured person would have performed, not for income but for the benefit of himself or his family if he had not been injured;
  - 5. "funeral expenses" means actual charges for expenses in any way related to funerals, cremation or burial;
  - 6. **"insured motor vehicle"** means a **motor vehicle** with respect to which the basic reparation benefits coverage applies and for which a specific premium is charged.
  - 7. "medical expenses" means all reasonable charges incurred for necessary medical services, x-ray, dental and rehabilitative services including but not limited to prosthetic devices, necessary ambulance, hospital and nursing services. Such expenses shall also include necessary remedial treatment and services recognized and permitted under the laws of the state of Nevada for an eligible injured person who relies upon spiritual means, through prayer alone, for healing in accordance with his religious beliefs;
  - 8. "motor vehicle" means a motor vehicle as defined in NRS 482.075 which is designed and registered to be operated upon a highway, but shall not include:
    - a) motorcycles as defined in NRS 482.070,
    - b) vehicles which are subject to the license fee and registration requirements of the Interstate Highway User Apportionment Act, and which are not based in the State of Nevada;
  - 9. "named insured" means the person or organization named in the declarations;
  - 10. "occupying" means in or upon, entering into or alighting from;
  - 11. "relative" means a spouse or any other person related to the named insured by blood, marriage or adoption (including a ward, foster child, or minor in the custody of the named insured or such related person) who is a resident of the same household as the named insured, or who usually makes his home in the same household but temporarily lives elsewhere:
  - 12. "survivor" means a person identified in NRS 12.090 as one entitled to receive benefits by reason of the death of another person;
  - 13. "survivors' loss" means loss of contributions of things of economic value which the survivors would have received from the eligible injured person if he had not suffered the fatal injury;
  - 14. "work loss" means loss of income from work the eligible injured person would have performed during his lifetime had he not been injured and expenses reasonably incurred by him in obtaining services in lieu of those he would have performed for income, reduced by any income for substitute work actually performed by him or by income he would have earned in available appropriate substitute work he was capable of performing but unreasonably failed to undertake.

## D. EXCLUSIONS

This coverage does not apply to bodily injury sustained by

- a) any person, other than the **named insured** or any **relative**, if such person is entitled to basic reparation benefits as a named insured or relative under the terms of any other policy;
- b) any relative, if such relative is entitled to basic reparation benefits as a named insured under the terms of any other policy;
- any person, other than the named insured or any relative, arising out of the operation of a motor vehicle other than the insured motor vehicle, by the named insured or relative if with respect to such motor vehicle there is insurance providing basic reparation benefits;
- d) any person while occupying a motor vehicle, other than the insured motor vehicle, being used in the business of transporting persons or property and for which there is insurance providing basic reparation benefits;
- e) the named insured or any relative while occupying a motor vehicle, other than the insured motor vehicle, furnished by the employer of the named insured or such relative and for which there is insurance providing basic reparation benefits:

- f) the named insured or any relative arising out of the maintenance or use of any motor vehicle owned by the named insured which is not an insured motor vehicle;
- g) a relative arising out of the maintenance or use of any motor vehicle owned by such relative;
- h) any person if such injury arises from conduct within the course of a business of repairing, servicing or otherwise maintaining vehicles unless such conduct occurs off the business premises;
- i) any person if such injury arises from conduct in the course of loading or unloading any motor vehicle unless the conduct occurs while such person is occupying such motor vehicle;
- j) any person, other than the named insured or any relative, while not occupying an insured motor vehicle, if the accident occurs outside the State of Nevada:
- k) a non-resident of Nevada in an accident which occurs outside the State of Nevada while occupying a commercial motor vehicle:
- 1) any person if such person
  - 1) converts a motor vehicle;
  - 2) is injured while perpetrating or attempting to perpetrate a felony;
  - 3) intentionally causes or attempts to cause injury to himself or another person;
  - 4) is injured while an operator of or a passenger on a motorcycle;
- m) any person arising out of the maintenance or use of a motor vehicle while located for use as a residence or premises;
- n) any person resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;
- o) any person due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

#### E. CONDITIONS

- 1. Notice.
  - a) In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable.
  - b) If any eligible injured person, his legal representative or his survivors shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons or complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, his legal representative, or his survivors.
- 2. Proof of Claim. As soon as practicable the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical and mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.
- 3. Prompt Payment of Claims. Payments under this coverage shall be made on a bi-weekly basis as expenses are incurred, after valid proof of loss has been submitted to the Company. If such written proof is not furnished to the Company as to the entire claim, any partial amount shall be paid within 30 days after such written proof is furnished to the Company. Any part or all of the remainder of the claim that is subsequently supported by written proof shall be paid within 30 days after such written proof is furnished to the Company.
- 4. Reimbursement and Trust Agreement. In the event of any payment to any person under this coverage:
  - a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made; and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such **bodily injury**, his agent, his insurer or a court having jurisdiction in the matter;
  - b) such person shall hold in trust for the benefit of the Company all rights of recovery which he has against such other person or organization because of such **bodily injury**;
  - c) such person shall do whatever is proper to secure such rights and shall do nothing after loss to prejudice such rights;
  - d) such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.

- 5. Subrogation. In the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- 6. Non-duplication of Benefits; Other Insurance. No eligible injured person shall recover duplicate benefits for the same elements of loss under this or any similar automobile insurance including self-insurance. In the event the eligible injured person has other similar automobile insurance including self-insurance available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this coverage and such other insurance.
- 7. Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there has been full compliance with all the terms of this coverage.
- 8. This coverage applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, Mexico or Canada.

#### SECTION II

In consideration of the coverage afforded under Section 1 and the adjustment of applicable rates:

- 1) any amount payable under this endorsement shall be excess over the amount of any Protection Against Uninsured Motorists Coverage benefits paid or payable under this or any other automobile insurance policy;
- 2) Any Automobile Medical Payments Coverage or Automobile Medical Expense Coverage afforded under this policy shall be excess insurance over any basic reparation benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**.



The Company agrees with the **named insured**, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

#### SECTION I

#### OREGON PERSONAL INJURY PROTECTION

The Company will pay Oregon Personal Injury Protection benefits for:

- (a) medical and hospital expenses,
- (b) income continuation expenses,
- (c) loss of services expenses and
- (d) funeral expenses

incurred with respect to **bodily injury** sustained by an **injured person** and caused by an accident arising out of the ownership, maintenance or use of a **motor vehicle** as a **motor vehicle**.

#### Exclusions

This insurance does not apply:

- (a) to bodily injury sustained by any person who:
  - (1) intentionally causes self-injury; or
  - (2) is participating in any prearranged or organized racing or speed contest or practice or preparation for any such contest;
- (b) to income continuation expenses and loss of services expenses with respect to bodily injury sustained by any pedestrian, other than the named insured or any relative, in an accident which occurs outside the State of Oregon;
- (c) to **bodily injury** due to **war**, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to **any of** the foregoing;
- (d) to bodily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;
- (e) to bodily injury sustained by the named insured or any relative while occupying any motor vehicle, including a motorcycle or moped, owned by the named insured and not insured for Oregon Personal Injury Protection benefits;
- (f) to **bodily injury** sustained by a **relative** while **occupying** any **motor vehicle**, including a **motorcycle** or **moped**, owned by such **relative** and not insured for Oregon Personal Injury Protection benefits;
- (g) to **bodily injury** sustained by the **named insured** or any **relative** while operating or riding upon a **motorcycle** or **moped** not owned by the **named insured** or any **relative**;
- (h) to bodily injury sustained by the named insured or any relative while operating or occupying any motor vehicle not included in Exclusions (e), (f) and (g) above and which is not a private passenger motor vehicle.

#### Definitions

When used in reference to this insurance:

"motor vehicle" means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads, or (3) a vehicle located for use as a residence or premises;

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

This endorsement forms a part of the policy, effective on November 1, 1981 or on the inception date of the policy, whichever date is later.

ENDORSEMENT NO. 28

CAT. 548987 PRINTED IN U.S.A. "funeral expenses" means reasonable and necessary expenses for professional funeral services incurred within one year after the date of the accident;

"income continuation expenses" means 70% of the injured person's loss of income from work during a period of disability caused by bodily injury sustained by such person in the accident; provided that,

- (1) such person was usually engaged in a remunerative occupation at the time of the accident.
- (2) the period of such disability continues for at least 14 consecutive days, and
- (3) income continuation expenses shall include only expenses for loss of income incurred from the date such disability commenced to the date on which such person is able to return to his usual occupation;

## "injured person" means

- (a) the named insured or any relative who sustains bodily injury while occupying, or while a pedestrian through being struck by, a motor vehicle;
- (b) any other person, who sustains bodily injury while occupying or using the insured motor vehicle, with the permission of the named insured, or while a pedestrian, through being struck by the insured motor vehicle:

"insured motor vehicle" means a private passenger motor vehicle of which the named insured is the owner, to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged;

"loss of services expenses" means expenses reasonably incurred during a period of disability caused by **bodily injury** sustained by an **injured person** in the accident for essential services in lieu of those such person would have performed without income; provided that,

- (1) such person was not usually engaged in a remunerative occupation at the time of the accident,
- (2) the period of such disability continues for at least 14 consecutive days, and
- (3) loss of services expenses shall include only expenses for such services actually rendered from the date such disability commenced to the date on which such person is reasonably able to perform such services;

"medical and hospital expenses" means all reasonable and necessary expenses incurred within one year from the date of the accident for medical, hospital, dental, surgical, ambulance and prosthetic services;

"motorcycle" and "moped" have the meanings given these terms in ORS 481.004;

"named insured" means the person named in Item 1 of the declarations of the policy;

"occupying" means in or upon or entering into or alighting from;

"pedestrian" means any person not occupying a self-propelled vehicle;

"private passenger motor vehicle" means a four-wheel passenger or station wagon type motor vehicle not used as a public or livery conveyance and includes any other four-wheel motor vehicle of the utility, pick-up body, sedan delivery or panel truck type not used for wholesale or retail delivery other than farming, a self-propelled mobile home and a farm truck;

"relative" means a spouse and any other person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured.

### Limits of Liability

Regardless of the number of persons or organizations insured, policies or bonds applicable, claims made or insured motor vehicles to which this insurance applies, the Company's liability for Oregon Personal Injury Protection benefits with respect to bodily injury sustained by any one injured person in any one motor vehicle accident is limited as follows:

- 1. The total amount payable shall not exceed the sum of
  - (a) \$5,000 for medical and hospital expenses; provided that, with respect to each injured person to whom a deductible amount applies as shown in the declarations or a schedule of the policy, such amount shall be deducted from the total amount of all sums otherwise payable by the Company for such expenses;
  - (b) \$750 per month for income continuation expenses for a maximum period of 52 weeks;
  - (c) \$18 per day for loss of services expenses for a maximum period of 52 weeks; and
  - (d) \$1,000 for funeral expenses.
- 2. Any amount payable under the terms of this insurance shall be reduced by the amount paid or payable to or on behalf of an, injured person under any workmen's compensation or any other similar medical or disability benefits law.

3. Any payments made by the Company under this insurance to a named insured or a relative shall be applied in reduction of the amount of damages which, because of bodily injury sustained in the same accident, the injured person may be entitled to recover from the Company for protection against uninsured motorists insurance.

## Policy Period; Territory

This insurance applies only to accidents which occur during the policy period, within the United States of America, its territories or possessions, or Canada.

#### Conditions

This insurance is subject to the following additional Conditions:

#### Notice.

- (a) In the event of an accident, written notice containing particulars sufficient to identify the injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each injured person to the Company or any of its authorized agents as soon as practicable. If any injured person or his legal representative shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such injured person or his legal representative.
- (b) Any **injured person** who has received benefits and who makes a claim or institutes legal action against any person or organization legally responsible for the **bodily injury** shall give notice of such claim or action to the Company by personal service or by registered or certified mail.
- 2. Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement.
- 3. Medical Reports; Proof of Claim. As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The injured person shall submit to physical examinations by physicians selected by the Company at the expense of the Company when and as often as the Company may reasonably require.
  - The **injured person**, or in the event of his incapacity or death his legal representative, shall upon each request from the Company execute authorization to enable the Company to obtain medical reports, copies of records and information with respect to loss of income. The Company may require that the **injured person**, as a condition for receiving **income continuation expenses**, cooperate in furnishing the Company reasonable medical proof of his inability to work.
- 4. Reimbursement and Trust Agreement. In the event of payment to any person of any benefits under this endorsement:
  - (a) The Company shall be entitled to reimbursement or subrogation in accordance with the provisions of ORS 743.825, ORS 743.830 or Section 8 of Chapter 784 Laws 1975.
  - (b) The Company is entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the injured person against any person or organization legally responsible for the accident, to the extent benefits were paid, less the Company's share of expenses, costs and attorney fees incurred by the injured person in connection with such recovery:
  - (c) The injured person shall hold in trust for the benefit of the Company all his rights of recovery to the extent of benefits furnished.
  - (d) The injured person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
  - (e) If requested in writing by the Company, the injured person shall take, through any representative, not in conflict in interest with him designated by the Company, such action as may be necessary or appropriate to recover such benefits furnished as damages from the person or organization legally responsible, such action to be taken in the name of the injured person but only to the extent of benefits furnished by the Company. In the event of recovery the Company shall also be reimbursed out of such recovery for the injured person's share of expenses, costs and attorney's fees incurred by the Company in connection with the recovery.
  - (f) The injured person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of the injured person and the Company as established by this provision.
- 5. Arbitration. If any person making claim and the Company do not agree as to the amount payable hereunder, then each party shall, upon the written demand of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator, or if unable to agree thereon within 30 days then, upon the request of such person

or the Company, such third arbitrator shall be selected by a judge of a court of record in the County and State in which such arbitration is pending. The arbitrators shall then hear and determine the question or questions so in dispute, and the decision in writing of any two arbitrators shall be binding upon the person and the Company, each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration, provided that attorney fees and fees paid to medical or other expert witnesses are not deemed to be expenses of arbitration but are to be borne by the party incurring them. Unless the parties otherwise agree the arbitration shall be conducted in the County and State in which the person resides and in accordance with the usual rules governing procedure and admission of evidence in courts of law.

#### 6. Other Insurance

The insurance afforded under this endorsement shall be excess for:

- (a) bodily injury sustained by any pedestrian, other than the named insured or any relative, to the extent that amounts are paid or payable to or on behalf of such pedestrian under any collateral benefits, including but not limited to insurance benefits under another policy issued by this or any other insurer, governmental benefits, gratuitous benefits or Oregon Personal Injury Protection Benefits.
- (b) **bodily injury** sustained by the named insured or any **relative** while **occupying** any **motor vehicle**, other than the **insured motor vehicle**, with respect to which Oregon Personal Injury Protection benefits are in effect.

## SECTION II

It is further agreed that any Automobile Medical Payments or Automobile Medical Expense afforded under the policy shall be excess insurance over any medical expense benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** to an **injured person**.

This endorsement modifies such insurance as is offered by the provisions of the policy relating to the following:

## **AUTOMOBILE PERSONAL INJURY PROTECTION**

## **OREGON**

It is agreed that, except as used in the first paragraph of the Insuring Agreement, the term "named insured" is deleted and replaced by the term "insured" wherever the term appears in the Automobile Personal Injury Protection Endorsement.

Additional Definition. When used in reference to such insurance: "insured" means an individual who is furnished a private passenger automobile for his regular use by the organization named in Item 1 of the Declarations.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy.

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115

ENDORSEMENT NO. 29

## 2416. PERSONAL INJURY PROTECTION ENDORSEMENT

(Basic Automobile Liability Insurance,
Comprehensive Automobile Liability Insurance, Garage Insurance)

This endorsement forms a part of Policy No issued to		
by the		at its Agenc
		•
ocated (city and state)	on	d is effective from
(The information above is required o	only when this endorsement is issued su	ibsequent to preparation of the policy.)
This endorsement forms a part of the policy	y to which attached, effective from its do	ate of issue unless otherwise stated herein.
	SCHEDULE	
Coverage	Limits of Liability	Advance Premium
Personal Injury Protection Coverage	\$ each person	\$
•		
	Description of Insured Motor Vehicle	•
	(Check appropriate block)	
☐ Any automobile owned by the named	l insured.	
Any private passenger automobile ow	vned by the named insured.	
Any motor vehicle to which are attac	ched dealer's license plates issued to the	named insured.
	Declarations of the policy by the letters P. by the named insured as a replacement t	I. P. and a motor vehicle ownership of which herefor.
Π		*
rovisions of this endorsement and all of the ERSONAL INJURY PROTECTION  NSURING AGREEMENT  In accordance with the provision of Arthereto, the Company will pay:		exas and all Acts amendatory or supplementar
	of the insured's household who sustains	s bodily injury, caused by accident, in a moto
(2) any other person who sustains bod		
<ul> <li>(a) while occupying the insured me</li> <li>(b) while using such vehicle with the same household.</li> </ul>		the spouse of the insured if a resident of th
or losses incurred by such injured person v	within three years of the date of such a	ccident for:
(2) (a) if the person sustaining such b	tal expenses incurred for services furnishe bodily injury is an income or wage product with person, while living, as a direct and	ucer at the time of such accident, benefits fo
(b) if the person sustaining such in reimbursement for necessary	bodily injury is not an income or wage y and reasonable expenses incurred for d maintenance of the family or family ho	producer at the time of such accident, benefit essential services ordinarily performed by suc
XCLUSIONS		
This insurance does not apply: (a) to any person who: (1) intentionally causes the a	accident resulting in the bodily injury of	
by a law enforcement off (b) to the named insured or any	ficial; member of the insured's household who s	e seeking to elude lawful apprehension or arres sustains bodily injury while occupying or througl
being struck by a motor vehic an insured motor vehicle.	le owned by such named insured or any r	member of the insured's household which is no
	E REVERSE SIDE FOR FURTHER PROVI	SIONS)
<del></del>		Duly Authorized Representative)

FORM 241b.—PERSONAL INJURY PROTECTION ENDORSEMENT Texas Standard Automobile Endorsement Revised April 1, 1979

ENTERSEMENT NO. 30

#### LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of liability for all benefits of every kind for loss or expense incurred by or an behalf of any one person who sustains bodily injury as the result of any one accident shall not exceed the limit of liability set out in the schedule of this endorsement. If the person receiving payment under this coverage is also making a claim against the insured under bodily injury liability coverage of this policy or against the Company under the bodily injury provisions of the uninsured/underinsured motorists coverage of this policy, such insured and the Company shall be entitled to an offset, credit or deduction against ony oward made to such guest or passenger in an amount of maney equal to the amounts paid by the owner, operator or the Company under "personal injury protection" to such guest or passenger and the bodily injury liability and uninsured/underinsured motorists coverages of this policy are hereby amended accordingly; provided, however, nothing herein shall be construed to authorize a direct action against the Company.

#### DEFINITIONS

"actual income lost" means the difference between the monthly rate of income being earned on the date of accident and income received during the period of disability, measuring income on the date of accident as follows:

- (a) if income is a salary or fixed remuneration, by the monthly rate of income being earned on the date of accident;
- (b) otherwise, by the average monthly income actually earned during the twelve month period immediately preceding the date of accident, or if the insured has been engaged in his occupation as of the date of accident for a period of less than twelve months, by the average monthly income actually earned during that period;

"benefits for loss of income" means eighty (80%) per cent of actual income lost because of disability resulting from insured bodily injury which prevents the injured person from performing the substantial duties of his usual occupation;

"bodily injury" means bodily injury, sickness, or disease, including death at any time resulting therefrom;

"income" means wages, salary, tips, commissions, professional fees, and other earnings from work or employment;

"income or wage producer" means a person who at the time of an accident was in an occupational status where such person was earning or producing income;

"insured motor vehicle" means an automobile owned or leased by the named insured which is described in the schedule as an insured motor vehicle to which bodily injury liability coverage of the policy applies;

"medical expenses" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"member of the insured's household" means a relative of the individual named insured who is a resident of the same household;

"motor vehicle" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power;

"named insured" means the person or organization named in the declarations;

"occupying" means in or upon or entering into or alighting from;

"person" means a natural person and not a corporation, partnership, association or business name.

## CONDITIONS

- 1. Policy Provisions. None of the insuring agreements, exclusions or conditions of the policy shall apply to the insurance offorded by this endorsement except the conditions "Notice," "Assistance and Cooperation of the Insured," "Changes," "Assignment," "Cancelation" and "Declarations" and any endorsement which specifically refers to "Personal Injury Protection."
- 2. Premium. If during the policy period the number of insured motor vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the Company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the Company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the Company; if less, the Company shall return to the named insured the unearned portion paid by such insured.
- 3. Proof of Claim and Medical Reports. As soon as practicable, and no later than six months after the date of accident, the person making claim shall give to the Company written proof of claims, including full particulars of the nature and extent of the injuries and treatment received and contemplated and medical expenses incurred, the nature and extent of actual income lost, all such instruments and papers relating to income as the Company may reasonably require to establish benefits for loss of income, and such other information as may assist the Company in determining the amount due and payable. The injured person shall submit to mental or physical examinations by physicians selected by the Company and at the Company's expense when and as often as the Company may reasonably require and such person or, in the event of disability, incapacity or death, the legal representative, shall upon each request by the Company execute authorization to enable the Company to obtain medical reports and copies of records.

Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within fifteen days after receiving notice of claim. The person making claim shall submit to examination under oath by any person named by the Company, and subscribe the same, as often as may reasonably be required.

- 4. Other Insurance. If there is other personal injury protection insurance against a loss covered by the provisions of this endorsement, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in this endorsement bears to the total applicable limit of liability of all valid and collectible personal injury protection insurance; provided, however, the insurance afforded hereunder shall be excess over any other valid and collectible personal injury protection insurance available to the named insured or any member of the insured's household.
- 5. Payment of Loss. Any payment under this coverage, including benefits for loss of income, are payable to the person who is disabled or, if the disabled person is an unemancipated minar, to the parent or guardian who has custody of such minor, within thirty days after satisfactory proof thereof is received by the Company. Subject to proof of claim:
  - (a) accrued medical expenses and benefits for loss of income are payable every two weeks;
  - (b) any benefits for a period of less than two weeks for which the Company is liable are payable at termination of the disability period.
- 6. Action Against Company. No action shall lie against the Company unless as a condition precedent thereto there shall have been full compliance with all the terms of the policy and of this endorsement and until thirty days after the required notice of accident and proof of loss have been filed with the Company.
- 7. Policy Period, Territory. This insurance applies only to accidents which occur during the policy period of the policy to which the endorsement is attached, in the United States of America, its territories and possessions, or Canada, or while the motor vehicle is being transported between ports thereof.

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The Company agrees with the named insured, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

## SECTION I

## PERSONAL INJURY PROTECTION COVERAGE

The Company will pay personal injury protection benefits to or on behalf of each eligible injured person for:

- (a) medical expenses.
- (b) work loss.
- (c) funeral expenses, and
- (d) survivor loss

with respect to **bodily injury** sustained by an **eligible injured person** caused by an accident involving the use of a **motor vehicle** as a **motor vehicle**:

#### Exclusions

This coverage does not apply:

- (a) to **bodily injury** sustained by any person while **occupying** a **motor vehicle** which is owned by the **named insured** and which is not an **insured motor vehicle**:
- (b) to **bodily injury** sustained by the named insured or any relative while occupying a motor vehicle which is owned by a relative and for which the security required by the Utah Automobile No-Fault Insurance Act is not in effect;
- (c) to **bodily injury** sustained by any person while operating the **insured motor vehicle** without the express or implied consent of the **insured** or while not in lawful possession of the **insured motor vehicle**;
- (d) to **bodily injury** sustained by any person injured while **occupying** or, while a **pedestrian** through the use of any **motor vehicle**, other than the **insured motor vehicle**, for which the security required under the Utah Automobile No-Fault Insurance Act is in effect;
- (e) to bodily injury sustained by any person, if such person's conduct contributed to his injury under either of the following circumstances:
  - (1) causing injury to himself intentionally, or
  - (2) while committing a felony:
- (f) to **bodily injury** sustained by any person arising out of the use of any **motor vehicle** while located for use as a residence or premises:
- (g) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
- (h) to bodily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material
- (i) to bodily injury to any person who is entitled to payments or benefits under the provisions of Utah's Workmen's Compensation Law.

This endorsement forms a part of the policy.

ENDORSEMENT NO. 31

_(18075-D) 6-79

CAT. 493198 PRINTED IN U.S.A.

### **Definitions**

When used in reference to this coverage:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom:

## "eligible injured person" means

- (a) the named insured or any relative who sustains bodily injury caused by an accident involving the use of any motor vehicle;
- (b) any other person who sustains bodily injury caused by an accident while
  - (1) occupying the insured motor vehicle with the consent of the insured, or
  - (2) occupying any other motor vehicle, other than a public or livery conveyance, operated by the named insured or a relative, or
  - (3) a pedestrian if the accident involves the use of the insured motor vehicle;

## "insured motor vehicle" means a motor vehicle with respect to which

- (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the named insured is required to maintain security under the provisions of the Utah Automobile No-Fault Insurance Act:

"medical expenses" means the reasonable expenses incurred by necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital, and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.

"motor vehicle" means any vehicle of a kind required to be registered with the Division of Motor Vehicles of the Utah State Tax Commission under Title 41-1-19, Utah Code Annotated 1953 but excluding motorcycles;

"named insured" means the person or organization named in the declarations:

"occupying" means being in or upon a motor vehicle as a passenger or operator or engaged in the immediate acts of entering, boarding or alighting from a motor vehicle;

"pedestrian" means any person not occupying or riding upon a motor vehicle, other than any person occupying or riding upon a motorcycle.

"relative" means a spouse or any other person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured, or who usually makes his home in the same household but temporarily lives elsewhere:

"survivor loss" means compensation on account of the death of the eligible injured person;

"work loss" means (a) loss of income and loss of earning capacity by the eligible injured person during his lifetime, from inability to work during a period commencing three days after the date of the bodily injury and continuing for a maximum of 52 consecutive weeks thereafter, provided that if such eligible injured person's inability to work shall so continue for in excess of a total of two consecutive weeks after the date of the bodily injury, this three day elimination period shall not be applicable; and (b) a special damages allowance not exceeding \$12 per day for services actually rendered or for expenses reasonably incurred for services that, but for the bodily injury, the eligible injured person would have performed for his household commencing three days after the date of the bodily injury and continuing for a maximum of 365 consecutive days thereafter, provided that if such eligible injured person's inability to perform such services shall continue for in excess of 14 consecutive days after the date of the bodily injury, this three day elimination period shall not be applicable.

## Policy Period; Territory

This coverage applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

## **Limits of Liability**

Regardless of the number of persons insured, policies or bonds applicable, claims made, or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any one **eligible injured person** in any one **motor vehicle** accident, is limited as follows:

1. the maximum amount payable for medical expenses shall not exceed \$2,000:

[&]quot;funeral expenses" means funeral, burial or cremation expenses incurred;

[&]quot;insured" means the named insured, the spouse or other relative of the named insured who resides in the same household as the named insured, including those who usually make their home in the same household but temporarily live elsewhere, or any person using the described motor vehicle with the permission, either expressed or implied, of the owner.

- 2. the maximum amount payable for work loss is
  - (a) eighty five per cent of any loss of gross income and earning capacity, not to exceed the total of \$150 per week:
  - (b) \$12 per day for inability to perform services for his household:
- 3. the maximum amount payable for funeral expenses shall not exceed \$1,000;
- 4. the amount payable for survivor loss is \$2,000 and is payable only to natural persons who are the eligible injured person's heirs:
- 5. any amount payable by the Company under the terms of this coverage shall be reduced by the amount paid, payable, or required to be provided on account of such **bodily injury** 
  - (a) under any workmen's compensation plan or any similar statutory plan other than Utah's Workmen's Compensation plan.
  - (b) by the United States or any of its agencies because of his or her being on active duty in the military services.
  - (c) under any applicable deductible set forth in this endorsement or in the policy to which it is attached

#### Conditions

- A. Action Against Company. No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.
- B. Notice. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable. If any eligible injured person, his legal representative or his survivors shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, his legal representative, or his survivors.
- C. Medical Reports; Proof of Claim. As soon as practicable the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical and mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.
- D. Subrogation. In the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- E. Reimbursement and Trust Agreement. In the event of any payment to any person under this coverage
  - the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made, and the Company shall have a fien to the extent of such payment, notice of which may be given to the person or organization causing such **bodily injury**, his agent, his insurer or a court having jurisdiction in the matter;
  - 2. such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such **bodily injury**;
  - 3 such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights.
  - 4 such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- F. Non-Duplication of Benefits; Other Insurance. No eligible injured person shall recover duplicate benefits for the same elements of loss under this or any similar insurance.

In the event that an eligible injured person who is a named insured, a relative, or who is injured in an accident involving the use of an insured motor vehicle, has other similar insurance available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this coverage and such other insurance.

In the event that an eligible injured person, other than a named insured, relative, or a person who is injured in an accident involving the use of an insured motor vehicle, has other similar insurance available and applicable to the accident, the coverage provided under this endorsement shall be excess over such other insurance.

## SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates.

- (a) any amount payable under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**;
- (b) any Automobile Medical Payments Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**.

#### SECTION III

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of the Utah Automobile No-Fault Insurance Act. In the event a court of competent jurisdiction declares, or enters a judgement the effect of which is to render, the provisions of such act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company.

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

> COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

IT IS HEREBY AGREED THAT ITEM NUMBER 3, POLICY PERIOD, IS AMENDED TO READ 5-1-81 TO 5-1-84.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-81 Policy No. 05 AL 189534 SCA

Named Insured

Additional Premium 5

In Advance 5

Return Premium 5

1st Anniv. \$

2nd Anniv. 5

TIC 000254

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut



Policy No. 05 AL 18 A SCA

Page No.

1

Description of Hazards (First Column) - including 1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A),

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

# COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

# INTURAL OF HERTMENT

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-81 Policy No. 05 AL 189534 SCA Endorsement No. 33

Named Insured Additional Premium 5

DILLINGHAM CORPORATION 260,523

Return Premium 5

In Advance 5

1st Anniv. 5

2nd Anniv. 5

5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ________CI Representative | TIC 000256

**Confidential Business Information** 



Policy No. 05 AL 18 34 SCA

Page No. 1

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B) (C) (D) (F) or (F) indicates as however thereunder.

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# AUTOMOBILE SCHEDULE

FICE CODE - SYMBOL - SER. NO. - SUFFIX) POLICY NO.

AL 189534 SCA

PAGE NO. 1

Description of Hazards:

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

## COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-81

Named Insured DILLINGHAM CORPORATION
Additional Premium 5

2, 483, 952

Return Premium 5

In Advance 5

1st Anniv. 5

2nd Anniv. 5

5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

-2%



Policy No. 05 AL 18, 34 SCA

Page No.

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of<u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

## COMPREHENSIVE GENERAL LIABILITY INSURANCE

BALL - HEALY - HORN JOINT VENTURE

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

(Authorized Representative)

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement No. Policy No. 05 AL 189534 SCA Endorsement effective 35 5-1-81 Named Insured DILLINGHAM CORPORATION PD Additional Premium 5 P 7.0200 Return Premium 5 In Advance \$ E 49400 1st Anniv. \$ Countersigned by A. BLACK DUI'R BIRER The Æina Casualty and Surety Company TIC 000261 The Standard Fire Insurance Company Hartford, Connecticut

**Confidential Business Information** 

# GENERAL LIAPILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)

Policy No. 05 AL 18_34 SCA

Page No. 1

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hozard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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# AUTOMOBILE SCHIDULE

TICE CODE - SYMBOL - SER. NO. - SUFFIX) POLICY NO.

05 AL 109534 SCA

AGE NO. 1

Description of Hazards:

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

## COMPREHENSIVE GENERAL LIABILITY INSURANCE

BALL - DEW JOINT VENTURE

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

# INTERNA ALJUSTMENT

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement No. 36 Endorsement effective Policy No. 05 AL 189534 SCA 5-1-81 Named Insured DILLINGHAM CORPORATION Вί Return Premium 5 Additional Premium 5 P 12960 In Advance \$ E 9120 1st Anniv. \$ 2nd Anniv. 5 The Ætna Casualty and Surety Company The Standard Fire Insurance Company

Hartford, Connecticut

Countersigned by (Authorized Representative)



Policy No. 05 AL 1c. 34 SCA

Page No.

1

Description o	f Hazards	(First	Column)	-	including
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1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of<u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The obsence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

## COMPREHENSIVE GENERAL LIABILITY INSURANCE

AUBURN CONSTRUCTORS JOINT VENTURE

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

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This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement No. Endorsement effective Policy No. 37 5-1-81 05 AL 189534 SCA Named Insured DILLINGHAM CORPORATION PD Additional Premium 5 P 75600 Return Premium 5 BI In Advance 5 E 53200 1st Anniv. 5 2nd Anniv. 5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______(Authorized Representative)
TIC 000266

Confidential Business Information



Policy No. 05 AL 1. .34 SCA Page No. 1

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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C. INDEPENDENT CONTRACTORS				Payroll	Per \$100			
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E. PRODUCTS			6.	Receipts	Per \$100		•	IMUM
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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

## COMPREHENSIVE GENERAL LIABILITY INSURANCE

BALL CONCO JOINT VENTURE

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

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This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy) Endorsement No. 38 Endorsement effective Policy No. 05 AL 189534 SCA 5-1-81 Named Insured DILLINGHAM CORPORATION Return Premium 5 Additional Premium 5 P 31360 In Advance \$ BLACK 0072,81982 E 21840 Ist Anniv. 5 2nd Anniv. 5 TIC 000268

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

Countersigned by (Authorized Representative)



Policy No.

05 AL 1c 34 SCA Page No.

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

he rating classifications stated herein, except as speci- cally provided elsewhere in this policy, do not modify	1		PREMIUM BASES _T		TES	ADVANCE	PREMIUM
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. ESCALATORS		2.	Frontage	Per line	ir ft.		
. INDEPENDENT CONTRACTORS		3.	Payroll	Per \$100		]	
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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

# COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS HEREBY AGREED THAT THE GENERAL LIABILITY RATES FORMING A PART OF SAID POLICY FOR 5-1-81/82 ARE AMENDED IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-81

Policy No. 05 AL 189534 SCA

Endorsement No. 39

Named Insured DILLINGHAM CORPORATION
Additional Premium 5 TBD

Return Premium 5

In Advance 5

Ist Anniv. 5

2nd Anniv. 5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company

Hartford, Connecticut

Countersigned by

(Airthorized Representative)

TIC 000270

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Policy No. 05 AL 18 34 SCA

Page No. 1

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

The rating classifications stated herein, except as fically provided elsewhere in this policy, do not m	s speci- odify	j		PREMIUM	RA	TES	ADVANC	EPREMIU
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Policy No. 05 AL 185 + SCA

Page No.

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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NATIONAL ACCOUNT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

WE AGREE THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

INTER

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of policy.

Endorsement effective 5-1-81

Named Insured DILLINGHAM CORPORATION
Additional Premium \$1,042,797.

Return Premium \$

In Advance \$

Ist Anniv. \$

Solid Anniv. \$

The Ætna Casualty and Surety Company

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000273

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## AUTOMOBILE SCHEDULE

FICE CODE - SYMBOL - SER. NO. - SUFFIX) POLICY NO.

05 LL 189534 SCA

PAGE NO. 1

Description of Hazards:

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all

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NATIONAL ACCOUNT

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

BALL HEALY HORN JOINT VENTURE

WE AGREE THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is usued subsequent to preparation of policy.)

Endorsement effective

5-1-81

Policy No.

05 AL 189534 SCA

Endorsement No.

Named Insured

DILLINGHAM CORPORATION

ВІ

PD

Return Premium \$

Additional Premium 5 11693

In Advance 5

Ist Anniv. 5

2nd Anniv. 5

TIC 000275

Countersigned by

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut



# AUTOMOBILE SCHOOLE

POLICY NO. FICE CODE - SYMBOL - SER. NO. + SUFFIX)

05 AL 189534 SCA

PAGE NO. 1

Description of Hazards:

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all

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MATIONAL ACCOUNT
THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

# COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

BALL DEW JOINT VENTURE

WE AGREE THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

114

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

5-1-81

Policy No. 05 AL 189534 SCA

Endorsement No.

42

Named Insured DILLINGHAM CORPORATION

Additional Premium \$4417

In Advance 5

PD

Return Premium \$

1st Anniv. \$

2nd Anniv. 5

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

(Authorized Representative)



# AUTOMOBILE SCHEDULE

POLICY NO. FICE CODE - SYMBOL - SER. NO. - SUFFIX)

AL 189534 SCA

PAGE NO. 1

Description of Hazards:

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all

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"Enter "'W" for Windstorm, Hail, Earthquake or Explosion if afforded.

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NATIONAL ACCOUNT

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

## COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

## BALL CONCO JOINT VENTURE

WE AGREE THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

MIZE

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached. effective on the inception date of the policy unless otherwise stated herein.

4 The information below is required only when this endorsement is issued subsequent to preparation of policy.

Endorsement effective

5-1-81

Policy No. 05 AL 189534 SCA Endorsement No.

Named Insured

Additional Premium \$

DILLINGHAM CORPORATION

Return Premium \$

ΒI

PD

43

In Advance 5 1st Anniv. 5

2nd Anniv. S

The Ætna Casualty and Surety Company The Standard Fire Insurance Company

Hartford, Connecticut

Countersigned by

BLACK OUTE BIE (Authorized Representative)



# AUTOMOBILE SCHIDULE

FICE CODE - SYMBOL - SER. NO. - SUFFIX)

75 AL 189534 SCA

PAGENO. 1

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any de-

	n of Hazards; omobile (Liability)	; Covered Automobi	les (Physica	al Damage)		scribed vehice the terms of	cle applies the policy:	s also to its repla having reference th	ocement, subje hereto:	ct to all
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INS'D. PURCH		& STATE	TAX DISTRICT	RATE COMP. FIRE	THEFT**	BASIC NO F	AULT	ADDITIONAL NO FAULT	COMBINED ADD'L. COV.	TOWING
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	ered automobile.	\$		vered automob	iles of the cor	** *	he named i		Annu	

** Enter "W" for Windstorm, Hail, Earthquake or Explosion if afforded.

Rating Information:

TIC 000280

COMPOSITE RATE

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NATIONAL ACCOUNT

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AUBURN CONSTRUCTORS JOINT VENTURE

WE AGREE THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-81/82 IS IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is issued subsequent to preparation of policy:

Endorsement effective 5-1-81 Named Insured DILLINGHAM CORPORATION Additional Premium \$857.5

Policy No. 05 AL 189534 SCA

BI

Endorsement No.

Return Premium 5

In Advance 5

Ist Anniv. \$

2nd Anniv. \$

OUTS BIFE

PD

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

TIC 000281

(Authorized Representative)



# AUTOMOBILE SCHOOLE

POLICY NO. FICE CODE - SYMBOL - SER. NO. - SUFFIX)

05 . 189534 SCA

PAGE NO. 1

Description of Hazards: Owned Automobile (Liability); Covered Automobiles (Physical Damage)

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all the terms of the policy having reference thereto:

	٧	EHICLE INFORM	MOITA		F	RATIN	G INFORMA	TION	<u></u>		PREMIUMS		
ENTRY NO.	YR. OF MOD.	TRADE NAME	BODY TY	PE & MODEL	STATE	TERR.	DED. COMP.	DED. COLL.	BI LIAB	ILITY	PD LIABILITY	MED. UN PAYMT, MTRST.	
. OʻZNI .OM.KBV	PURCH. MO.YR.	TOWN & WHERE PRINCIP	STATE PALLY GAI	RAGED	TAX DI	STRICT	RATE COMP. FIRE	THEFT**	BASIC NO	FAULT	ADDITIONAL NO FAULT	COMBINED ADD'L, COV.	TOWING
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		mit of Liability for f covered automobile.	Physical \$.	Vamage.	1.	All co	vered automob istered covere	il <b>es.</b>	5. E:	xeluding, und	der Callision Coverage thaving an Actual Ca	ish U	i i
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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

WE AGREE THAT EFFECTIVE 8-1-81 THE FOLLOWING IS ADDED TO THE POLICY FOR COVERAGE IN GUAM IN ACCORDANCE WITH THE ATTACHED.

HAWAIIAN ROCK PRODUCTS

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 8=1=81

Named Insured DILLINGHAM CORPORATION

Additional Premium 5
TBD

Return Premium 5
In Advance 5
Ist Anniv. 5
2nd Anniv. 5

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Return Premium 5
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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ______Authorized Reseasentative:



# AUTOMOBILE SCHEDULE

POLICY NO. FICE CODE - SYMBOL - SER. NO. - SUFFIX)

05 AL 189534 SCA

PAGE NO. 1

Description of Hazards:

Owned Automobile (Liability); Covered Automobiles (Physical Damage)

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all the terms of the policy having reference thereto:

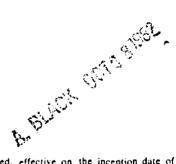
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ENTRY NO.	YR. OF MOD.	TRADE NAME	BODY T	YPE &	MODEL	STATE	TERR.	DED. COMP.	DED	. COLL.	81	LIABIL	.ITY		PD LIABILITY	MED.	UN MTRST.	••
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STAT. PLAN	TERRI		LIMITS (	OF LIA	BILITY MEO.	DR. REC.	LINE DESIG.	FORM OR CLASS	сомя	COLL	DISC.	PREMIUM	EXPOSURE	BILL. ID	5-1-84 10-21 ACCOUNT NUMBER	L=87
				<b> </b>				3 11 / 5 7 1 2 / 5 2 7			, 3,	COUNT			SPECIA	•

#### COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

WE AGREE THAT EFF. 5-1-81 THE AUTOMOBILE RATES FORMING A PART OF SAID POLICY ARE AMENDED IN ACCORDANCE WITH THE ATTACHED.



This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy:)

Endorsement effective 5-1-81	Policy No. 05 AL 18953	4 SCA	Endorsement No. 46	
Named Insured DILLINGHAM CORPORATION Additional Premium 5 TRD	Return Premium \$	. –	PAGE 1 OF 3	PD
Additional Fremium 5 1 Bij		In Advance 5		
		1st Anniv. S	\$	
·		2nd Anniv, \$	5	

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

Countersigned by

(Authorized Representative)

AGENO BROKE	R ➤	SIGNING	ODÉ G . ►	C ·S	OFFICE	NAME	s cc	) DE	co csc		PAYMI	ENT	TAX DIST	TRANSACT TYPE	ION	LINE OF	C A P	ID	POLICY EFF		DATE TYPED AND INITIALS
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ENTITY	RATE
GORDON H. BALL INC.	169.1863
WMATA	
CALIFORNIA NORTH	213.3978
CALIFORNIA SOUTH	286.9994
PNW	117.2585
HAWAIIAN DREDGING	447.5950
HAWAIIAN DREDGING & CONSTR.	236.2140
TRASIT PRODUCTS	183.5351
BASALT	420.8518
HAWAIIAN BITUMULS	156.2510
DIABLO MINE SERVICES	114.8694
CALGAS	165.5133
DILLINGHAM ENERGY SERVICES	1218.4130
DILCORP CREDIT UNION	114.8694
DILCORP-GUAM	114.8693
DIL MARITIME ELECTRIC	144.2223
DIL SHIP REPAIR	127.2727
DIL SHIPYARD	151.7427
DIL TUG & BARGE	177.1266
FAL	326.8016
FOSS L & T CO.	1893.8350
ORTW	114.8694
PACIFIC TOWBOAT	252.8532
YOUNG BROTHERS	114.8693
DDC & DIL INVEST	575.3843
HAWAIIAN LAND	302.1846

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is issued subsequent to preparation of policy:1

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company

Hartford, Connecticut

Countersigned by ________(Authorized Representative)

AGENO BROKE	R ➤	GNING	οοε 	c ·s	OFFIC	NAME	, <u>s</u> co	DDE J	C & C		PAYMI	ENT TA	XX DIST.	TRANSACTIC TYPE	DN LINE OF BUSINES		ID	POLICY EXPIR	DATE DATE TYPE
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ENTITY	RATE
SYSTECH PROPERTIES	235.9991
SYSTECH FINANCIAL	114.8694
DILLINGHAM CORPORATE	259.3273
FOSS LAUNCH & TUG	127.2320
OTS	114.8694

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is issued subsequent to preparation of policy:)

Endorsement effective	Policy No.	Endorser	Endorsement No. 46					
Named Insured		PAGE	3 OF 3					
Additional Premium 5	Return Premium 5	B	ii 5 5 5 5	PD				
	1	In Advance \$	5					
		1st Anniv. 5	S					
		2nd Anniv, 5	5					

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company Hartford, Connecticut

Countersigned by	
	A A contract and Demandary street

## COMPREHENSIVE GENERAL LIABILITY INSURANCE LIMITATION OF COVERAGE

IT IS AGREED THAT COVERAGE FOR WARM SPRINGS AND SUGAR PINE IS LIMITED TO \$500,000 EXCESS OF UNDERLYING POLICIES LISTED BELOW WHICH COVER THESE SPONSORED JOINT VENTURES:

 INSURANCE CARRIER
 POLICY NUMBER
 LIMITS

 INA
 XSL 1004
 \$250,000 XS \$250,000 SIR

 INA
 XSL 1000
 \$995,000 XS \$5000 SIR

CANCEL FLAT & RESSUE AS ENDT 47a

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This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-81 Policy No. 05 AL 189534 SCA Endorsement No. 47
Named Insured DILLINGHAM CORPORATION

Additional Premium S Return Premium S

TIC 000288

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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by E. M. Dropeskey
(Authorized Representative)

Confidential Business Information

#### COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE

#### LIMITATION OF COVERAGE

IT IS AGREED THAT THE POLICIES SHOWN BELOW PROVIDE PRIMARY COVERAGE FOR THE SPONSORED JOINT VENTURES KNOWN AS WARM SPRINGS AND SUGAR PINE:

INSURANCE CARRIER	POLICY NUMBER	POLICY PERIOD	COVERAGE	LIMITS								
INA	XSL 1004	5/30/80 TO 5/30/83	GENERAL LIABILITY	\$250,000 XS \$250,000 SIR								
INA	XSA 1000		AUTOMOBILE LIABILITY	\$995,000 XS \$5000 PD ONLY SIR								

AS RESPECTS THE POLICY TO WHICH THIS ENDORSEMENT APPLIES, IT IS FURTHER AGREED THAT:

- 1. EXCESS LIABILITY LIMITS ARE PROVIDED TO BRING THE GENERAL LIABILITY LIMITS SHOWN ABOVE UP TO:
  - A. \$1,000,000 CSL FROM 5/1/81 TO 5/1/83.
  - B. \$500,000 CSL FROM 5/1/83 TO 5/30/83.
- 2. DIFFERENCE-IN-CONDITIONS FOR GENERAL AND AUTOMOBILE LIABILITY IS PROVIDED TO:
  - A. \$1,000,000 CSL FROM 5/1/81 TO 5/1/83.
  - B. \$500,000 CSL FROM 5/1/83 TO 5/30/83.
- 3. PRIMARY COVERAGE FOR GENERAL AND AUTOMOBILE LIABILITY IS PROVIDED TO \$500,000 CSL FROM 5/30/83 TO POLICY EXPIRATION.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Numed Insured	5-1-81 DILLINGHAM	CORPORATION	Policy No.	05	AL	189534 SCA	Endorsement No.	47A	
Additional Premium 5			Return Premiu	m 5			BI		PD
						In Advance	5	5	
						Ist Anniv.	\$	5	
						2nd Anniv.	5	5	

TIC 000289

Countersigned by		
~ \ /	to A code animal Degracement of trees	

AGENC BROKE COU	R ➤	12		1			3— 3—	 1	Омм.			NA 5.0	TYPE		SS		5/1/81 POLICY EXP	RY DATE	AND INITIALS 6/2/83
STAT, PLAN	TERR	ITORY RATE	LIMITS	OF LIA	BILITY	DR. REC.	LINE DESIG	M OR	COMP	COLL	DISC.	PR	EMIUM	EXPOSURE	8111.	10	5/1/84 ACCOUNT 044886	NUMBER	MF
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								<del></del>					•					ŀ	FORM NO

# COMPREHENSIVE GENERAL LIABILITY COMPREHENSIVE AUTOMOBILE LIABILITY

IT IS AGREED THAT POLICY CONDITION D. 3. FORMING A PART OF SAID POLICY IS AMENDED TO READ AS FOLLOWS:

D. 3. THE INSURED SHALL COOPERATE WITH THE COMPANY AND, UPON THE COMPANT'S REQUEST, ASSIST IN MAKING SETTLEMENTS, IN THE CONDUCT OF SUITS; AND THE INSURED SHALL ATTEND HEARINGS AND TRIALS AND ASSIST IN SECURING AND GIVING EVIDENCE AND OBTAINING THE ATTENDANCE OF WITNESSES. PAYMENT OR PARTIAL PAYMENT BY THE INSURED SHALL NOT IMPAIR THE INSURED'S RIGHTS UNDER THIS POLICY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5/1/81 Policy No. 05 AL 189534 SCA Endorsement No. 48

Named Insured DILLINGHAM CORPORATION

Additional Premium 5 Return Premium 5 BI PD

In Advance 5 S

Ist Anniv. 5 S

2nd Anniv. 5 S

Countersigned by	
	(Authorized Representative)

AGENC BROKE COU	R ➤	12:		l			A* "X. ≕. π		PAYME	NII	AX DIŠT	THANSACT TYPE		F C ID	5/1/81	OATE 6/2/83
STAT. PLAN		RATE	LIMITS Bi	OF LIA	MED.	DR. REC.	LINE DESIG.	FORM OR CLASS		- a	PR 11点:	EMIUM	EXPOSURE	BILL. ID	0448860	O12
						± 33 €										SPECIAL

# COMPREHENSIVE GENERAL LIABILITY COMPREHENSIVE AUTOMOBILE LIABILITY

IT IS AGREED THAT SECTION III ADDITIONAL PERSONS INSURED, ITEM A. NO. 2. IS DELETED IN ITS ENTIRETY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy)

Endorsement effe	ective 5/1/82	Policy No. 05 AL 189534	SCA	Endorsement No.	49
Named Insured	DILLINGHAM CORPORATION				
Additional Premi	ium 5	Return Premium 5		BI	PD
	·		In Advance 5	,	5
			lst Anniv. \$		5
		.,	2nd Anniv. \$		5

Countersigned by	
	(Authorized Representative)
and secondary to the second	TIC 000291

### COMPREHENSIVE GENERAL LIABILITY COMPREHENSIVE AUTOMOBILE LIABILITY

IT IS AGREED THAT POLICY CONDITION F. OTHER INSURANCE, IS AMENDED TO INCLUDE THE FOLLOWING:

This phrase was ADDED BECAUSE this policy provides / A GAP LAYER, AS WELL AS DIC FOR WS & SP. F. 3. EXCEPT FOR THE WARM SPRINGS AND SUGAR PINE PROJECTS, THIS POLICY PROVIDES DIFFERENCE-IN-CONDITIONS AND IS NOT CONTRIBUTING WITH, OTHER COLLECTIBLE INSURANCE WHICH WAS PURCHASED TO PROVIDE MORE SPECIFIC INSURANCE, EXCEPT SUCH INSURANCE PURCHASED TO APPLY IN EXCESS OF THIS POLICY.

OUR INTENT COUld EASILY BE MISthis wording.

Cancel flat & reissue the revised Other Institute Clause as endt 50 a.

OPPORTING GIAT

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached. effective on the inception date of the policy unless otherwise stated herein.

(The/information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No. 05 AL 189534 SCA

Endorsement No.

Named Insured DILLINGHAM CORPORATION

Return Premium 5

Additional Premium \$

1st Anniv. S

2nd Anniv.

#### COMPREHENSIVE GENERAL LIABILITY

#### COMPREHENSIVE AUTOMOBILE LIABILITY

IT IS AGREED THAT THE FOLLOWING DEFINITIONS FORMING A PART OF SAID POLICY UNDER SECTION VI ARE AMENDED TO READ AS FOLLOWS:

"ADVERTISING INJURY" MEANS INJURY ARISING OUT OF AN OFFENSE COMMITTED DURING THE POLICY PERIOD OCCURRING IN THE COURSE OF THE NAMED INSURED'S ADVERTISING ACTIVITIES, IF SUCH INJURY ARISES OUT OF LIBEL, SLANDER, PLAGIARISM, DEFAMATION, MISAPPROPRIATION OF CONTRACT, VIOLATION OF RIGHT OF PRIVACY, UNFAIR COMPETITION, OR INFRINGEMENT OF COPYRIGHT, TITLE OR SLOGAN;

*BODILY INJURY* MEANS, BUT NOT BY WAY OF LIMITATION, BODILY INJURY, MENTAL INJURY, MENTAL ANGUISH, SHOCK, FRIGHT, OR ANY AGGRAVATION THERBOF, SICKNESS, DISEASE, ASSAULT AND BATTERY COMMITTED BY OR AT THE DIRECTION OF THE INSURED IN ORDER TO DEFEND PERSONS OR PROPERTY, INCIDENTAL MEDICAL MALPRACTICE, DISABILITY, LOSS OF SERVICES, CARE AND EXPENSE THEREOF, WHICH OCCURS DURING THE POLICY PERIOD, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM;

*PERSONAL INJURY* MEANS INJURY ARISING OUT OF ONE OR HORE OF THE FOLLOWING OFFENSES:

- 1. FALSE ARREST, DETENTION, IMPRISONMENT, OR MALICIOUS PROSECUTION;
- 2. WRONGFUL ENTRY OR EVICTION OR OTHER INVASION OF THE RIGHT OF PRIVATE OCCUPANCY;

   or a publication a uttrance
- 3. A PUBLICATION OR UTTERANCE OF A LIBEL OR SLANDER OR OTHER DEFAMATORY
  OR DISPARAGING MATERIAL OR UTTERANCE IN VIOLATION OF AN INDIVIDUAL'S
  RIGHT OF PRIVACY, EXCEPT PUBLICATIONS OR UTTERANCES IN THE COURSE OF
  OR RELATED TO ADVERTISING, BROADCASTING OR TELECASTING ACTIVITIES CONDUCTED BY OR ON BEHALF OF THE NAMED INSURED;
- 4. DISCRIMINATION
- 5. HUMILIATION

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

¹The information below is required only when this endorsement is usued subsequent to preparation of policy i

Endorsement effective 5-1-82 Policy No. 05 AL 189534 SCA Endorsement No. 51
Numed Insured DILLINGHAM CORPORATION
Additional Premium 5 Return Premium 5 BI

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TIC 000293

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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by E. M. Dispes KEy
(Authorized Representative)

In Advance \$

#### COMPREHENSIVE GENERAL LIABILITY

#### COMPREHENSIVE AUTOMOBILE LIABILITY

IT IS AGREED THAT THE FOLLOWING DEFINITIONS FORMING A PART OF SAID POLICY UNDER SECTION VI ARE AMENDED TO READ AS FOLLOWS:

"ADVERTISING INJURY" MEANS INJURY ARISING OUT OF AN OFFENSE COMMITTED DURING THE POLICY PERIOD OCCURRING IN THE COURSE OF THE NAMED INSURED'S ADVERTISING ACTIVITIES, IF SUCH INJURY ARISES OUT OF LIBEL, SLANDER, PLAGIARISM, DEFAMATION, MISAPPROPRIATION OF CONTRACT, VIOLATION OF RIGHT OF PRIVACY, PIRACY, UNFAIR COMPETITION, OR INFRINGEMENT OF COPYRIGHT, TITLE OR SLOGAN;

"BODILY INJURY" MEANS, BUT NOT BY WAY OF LIMITATION, BODILY INJURY, MENTAL INJURY, MENTAL ANGUISH, SHOCK, FRIGHT, OR ANY AGGRAVATION THEREOF, SICKNESS, DISEASE, ASSAULT AND BATTERY COMMITTED BY OR AT THE DIRECTION OF THE INSURED IN ORDER TO DEFEND PERSONS OR PROPERTY, INCIDENTAL MEDICAL MALPRACTICE, DISABILITY, LOSS OF SERVICES, CARE AND EXPENSE THEREOF, WHICH OCCURS DURING THE POLICY PERIOD, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM;

"PERSONAL INJURY" MEANS INJURY ARISING OUT OF ONE OR MORE OF THE FOLLOWING .
OFFENSES:

- 1. FALSE ARREST, DETENTION, IMPRISONMENT, OR MALICIOUS PROSECUTION;
- 2. WRONGFUL ENTRY OR EVICTION OR OTHER INVASION OF THE RIGHT OF PRIVATE OCCUPANCY;
- 3. A PUBLICATION OR UTTERANCE OF A LIBEL OR SLANDER OR OTHER DEFAMATORY OR DISPARAGING MATERIAL OR UTTERANCE OR A PUBLICATION OR UTTERANCE IN VIOLATION OF AN INDIVIDUAL'S RIGHT OF PRIVACY, EXCEPT PUBLICATIONS OR UTTERANCES IN THE COURSE OF OR RELATED TO ADVERTISING, BROADCASTING OR TELECASTING ACTIVITIES CONDUCTED BY OR ON BEHALF OF THE NAMED INSURED;
- 4. DISCRIMINATION
- 5. HUMILIATION

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-82 Policy No. 05 AL 189534 SCA Endorsement No. 51A

Numed Insured DILLINGHAM CORPORATION

Additional Premium \$ Return Premium \$ BI PD

In Advance \$ \$

1st Anniv. \$ \$

2nd Anniv. \$ \$

TIC 000294

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned	Þγ.	 	 	 

(Authorized Representative)

#### COMPREHENSIVE GENERAL LIABILITY INSURANCE

#### SUPPLEMENTARY EXCLUSION

(CONTAMINATION OR POLLUTION - DESCRIBED OPERATIONS)

IT IS AGREED THAT, IF WITH RESPECT TO OPERATIONS DESCRIBED IN THIS ENDORSEMENT THERE IS A DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF OIL OR OTHER PETROLEUM SUBSTANCE OR DERIVATIVE (INCLUDING ANY OIL REFUSE OR OIL MIXED WITH WASTES) INTO OR UPON ANY WATERCOURSE, BODY OF WATER, BOC, MARSH, SWAMP OR WETLAND OR UPON ANY DRY LAND, THE INSURANCE DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE.

#### DESCRIPTION OF OPERATIONS

GASOLINE RECOVERY - FROM CASING HEAD OR NATURAL GAS

NON-OPERATING WORKING INTERESTS

OIL OR GAS WELL SHOOTING

OIL OR GAS WELLS - ACIDIZING

OIL OR GAS WELLS - CEMENTING

OIL OR GAS WELLS - CLEANING OR SWABBING - BY CONTRACTORS

OIL OR GAS WELLS - SERVICING - BY CONTRACTORS

OIL OR GAS WELLS - DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING

OIL OR GAS WELLS - INSTRUMENT LOGGING OR SURVEY WORK IN WELLS

OIL OR GAS WELLS - PERFORATING OF CASING

OIL LEASE OPERATORS OR GAS LEASE OPERATORS - NATURAL GAS

OIL PIPE LINES - OPERATIÓN, INCLUDING MAINTENANCE

OIL RIG OR DERRICK ERECTING OR DISMANTLING - WOOD OR METAL - INCLUDING CONSTRUC-TION OF FOUNDATIONS OR STRUCTURES OR INSTALLATION OF EQUIPMENT

CANCEL FLAT

This endorsement, issued by the of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stayed herein.

The information below is required only when this endorsement is usued subsequent to preparation of policy i

Endorsement effective

5-1-82

Policy No.

05 AL 189534 SCA

Endorsement N

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Named Insured
Additional Premium 5

DILLINGHAM CORPORATION

Return Premium S

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The Æina Casualty and Surety Company
The Standard Fire Insurance Company

Hartford, Connecticut

Countersigned by _

F. M. DADREKELL
LAuthorized Representative.

#### COMPREHENSIVE AUTOMOBILE LIABILITY

#### COMPREHENSIVE GENERAL LIABILITY

#### OIL & GAS DRILLING & EXPLORATION OPERATIONS

- 1. IT IS AGREED THAT AS RESPECTS LIABILITY OF THE INSURED THAT ARISES OUT OF ITS INTEREST IN THE OPERATIONS OR EXISTENCE OF ANY JOINT VENTURE, CO-VENTURE, JOINT LEASE, JOINT OPERATING AGREEMENT OR PARTNERSHIP (HEREIN CALLED "JOINT VENTURE") THE LIMIT OF LIABILITY UNDER THIS POLICY SHALL BE LIMITED TO THE PRODUCT OF:
  - A.) THE PERCENTAGE INTEREST OF THE INSURED IN THE JOINT VENTURE AND
  - B.) THE TOTAL LIMIT OF LIABILITY AFFORDED BY THIS POLICY

WHERE THE PERCENTAGE INTEREST OF THE INSURED IN THE JOINT VENTURE IS NOT SET FORTH IN WRITING, THE PERCENTAGE TO BE APPLIED SHALL BE THAT IMPOSED BY LAW.

IN THE EVENT OF THE INSOLVENCY OF A JOINT VENTURER, THE PROPORTION OF THE PERCENTAGE INTEREST OF THE INSOLVENT PARTY ASSIGNED TO THE INSURED SHALL BE ADDED TO THE PERCENTAGE OF THE INSURED TO DETERMINE THE LIMIT OF LIABILITY. THE SAID PERCENTAGE INTEREST TO BE APPLIED SHALL NOT BE LESS THAN THAT WHICH WOULD BE IMPOSED BY LAW.

2. THE PROVISIONS OF PARAGRAPH 1 ABOVE DO NOT APPLY TO A JOINT VENTURE, CO-VENTURE, JOINT LEASE, JOINT OPERATING AGREEMENT OR PARTNERSHIP IF THE INSURED IS SOLELY LIABLE BY OPERATION OF LAW OR CONTRACT.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

inless otherwise stated herein.

(The information below is required only when this endorsement is usued subsequent to preparation of policy)

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company

Hartford	. Corinecticut
TIME LIGHT	

Counterwined by		
Launterstanes nv		

(Authorized Representative)

#### COMPREHENSIVE GENERAL LIABILITY

#### COMPREHENSIVE AUTOMOBILE LIABILITY

#### OIL OR GAS DRILLING AND EXPLORATION

AS RESPECTS OIL AND GAS DRILLING AND EXPLORATION OPERATIONS IN WHICH THE NAMED INSURED HAS A FINANCIAL INTEREST, IT IS HEREBY UNDERSTOOD AND AGREED THAT SECTION IV, LIMITS OF LIABILITY, IS AMENDED AS FOLLOWS:

IF THE FINANCIAL INTEREST OF THE NAMED INSURED IS LESS THAN 100%, THE LIMIT OF LIABILITY SHALL BE REDUCED PROPORTIONATELY TO THE NAMED INSURED'S PERCENTAGE INTEREST.

IT IS ALSO AGREED THAT THE FINANCIAL INTEREST OF THE NAMED INSURED SHALL IN-CLUDE THOSE INTERESTS THAT DILLINGHAM CORPORATION AND/OR ITS SUBSIDIARIES HAVE AGREED TO INSURE.

CANCEL FLAT. THIS WORDING WAS REPLACED BY the WORDING SHOWN ON ENDS 53.

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This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

The information below is required only when this endorsement is usued subsequent to preparation of policy.

Endorsement effective 5-1-82 Policy No. 05 AL 189534 SCA Endorsement No. 54
Numed Insured DILLINGHAM CORPORATION

Numed Insured DILLINGHAM CORPORATION
Additional Premium 5

 Return Premium 5
 81

 In Advance 5
 5

 1st Annis 5
 5

1st Anniv. S S 2nd Anniv. S S

The Etna Casualty and Surety Company
The Standard Fire Insurance Company

Hartford, Connecticut

Countersigned by E.M. Dropes Key Authorized Representatives

PD

STAT. TERRITORY LIMITS OF LIABILITY DR. LINE FORM OR COLL DISC. PREMIUM EXPOSURE BILL.	
	0448860012
	SPECIAL

#### COMPREHENSIVE GENERAL LIABILITY

COMPREHENSIVE AUTOMOBILE LIABILITY

IT IS AGREED THAT SECTION VI DEFINITIONS, FORMING A PART OF SAID POLICY IS AMENDED TO READ AS FOLLOWS FOR "OCCURRENCE" DEFINITION:

"OCCURRENCE" MEANS EITHER AN ACCIDENT, HAPPENING, EVENT OR A CONTINUOUS OR REPEATED EXPOSURE TO CONDITIONS WHICH RESULT IN BODILY INJURY OR PROPERTY DAMAGE, NOT INTENDED FROM THE STANDPOINT OF THE NAMED INSURED EXCEPT INTENTIONAL ACTS BY OR AT THE DIRECTION OF THE INSURED TO PROTECT PERSONS OR PROPERTY. ALL EXPOSURE TO SUBSTANTIALLY THE SAME CONDITIONS OR EMANATING FROM EACH INSURED LOCATION SHALL BE DEEMED ONE OCCURRENCE:

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is usued subsequent to preparation of policy)

Endorsement effective 5/1/83 Policy No. 05 AL 189534 SCA Endorsement No. 55

Named Insured DILLINGHAM CORPORATION
Additional Premium 5 BI PD
In Advance 5 S
Ist Anniv. 5 S
2nd Anniv. 5 S

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

(Authorized Representative)

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			cl:	-	5											Special

## COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

#### DILLINGHAM CORPORATION

IT IS ACREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-83/84 IS IN ACCORDANCE WITH THE ATTACHED.

POLICY LIMITS:

#### GENERAL LIABILITY:

GENERAL ETABLETT		
BODILY INJURY LIABILITY &	\$500,000 CSL	EACH OCCURRENCE
PROPERTY DAMAGE LIABILITY	\$5,000,000	AGGREGATE - OTHER THAM CAL GAS, PERSONAL INJURY AND ADVERTISING ENJURY
	\$5,000,000	AGGREGATE - CAL GAS
PERSONAL INJURY LIABILITY & ADVERTISING INJURY LIABILITY	\$500,000	ACCREGATE
AUTOFORITE FIABILITA		
BODILY IMJURY LIABILITY &	\$500,000 CSL	EACH OCCURRENCE

BODILY INJURY LIABILITY & \$5
PROPERTY DAMAGE LIABILITY
INCLUDING CARGO COVERAGE

PROFESSIONAL LIABILITY \$500,000 CSL EACH SINGLE CLAIM NO ACGREGATE

EMPLOYEE BENEFITS LIABILITY \$500,000 EACH EMPLOYEE \$5,000,000 AGGREGATE

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Policy No. 05 AL 189534 SCA Endorsement No. 56 5-1-83 Named Insured DILLINGHAM CORPORATION Additional Premium \$ 2,093,270 PD BI Return Premium \$ In Advance 5 1990 N. CALIFORNIA BLVD. 1st Anniv. 5 SUITE 930 2nd Anniv. S WALNUT CREEK, CA 94596 - 3789

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by	
13 × 10 × 10	(Authorized Representative)



(Office Code-Symbol-Serial No.-Suffix)

Policy No. 05 AL 189

SCA

Page No. 1

Description of Hazards (First Column) — including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

The rating classifications stated herein, except as speci-			PREMIUM	RAT	ES	ADVANCE PREMIUM			
fically provided elsewhere in this policy, do not modify any of the ather provisions of this policy.			BASESt	ВІ	PD	ВІ	PD		
A. PREMISES-OPERATIONS		1.	Area sq. ft.	Per 100 s	q. ft.				
B. ESCALATORS		2.	Frontage	Per linear	ft.				
C. INDEPENDENT CONTRACTORS		3.	Payroll	Per \$100					
-LET OR SUBLET WORK	CODE	4.	Flat charge	T		DESIGNATES MINIMUM			
D. COMPLETED OPERATIONS	NUMBERS	5.	Units	Per each					
		6.	Receipts	Per \$100					
E. PRODUCTS			Number	Per landir	ng	PRE	MIUM		
F. CONTRACTUAL		8.	Cost	Per \$100	<u> </u>				
		9.	Receipt	Per \$1000	)				
	-	10.	Sales	Per \$1000	)				
If location same as address in Item 1 of the declarations,		11.			·				
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#### AUTOMOBILE SCYTOULE

POLICY NO. TICE CODE - SYMBOL - SER. NO. - SUFFIX)

___9534 SCA

PAGE NO. 1

Description of Hazards:

Owned Automobile (Lightlity); Covered Automobiles (Physical Damage)

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all the terms of the policy having reference the

										the farms of the policy having reference thereto:									
	٧	EHICLE INFORM	ATION			F	RATIN	G II	FORMA	TION	ŧ	PREMIUMS							
ENTRY NO.	YR. OF MOD.	TRADE NAME	EIODY TY	PE &	MODEL	STATE	TERR.		D. COMP.	DED.	COLL.	Ві	LIABI	LITY	1	PD LIABILITY	MED. PAYM	UN MTRST.	••
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eValue of Vehicle is Actual Cash Value:
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(b) As respect newly acquired vehicles and
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(525 per disablement.

** Enter "W" for Windstorm, Hail, Earthquake or Explosion if afforded.

TIC 000301

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# COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

BALL CONCO JOINT VENTURE

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-83/84 IS IN ACCORDANCE WITH THE ATTACHED.

POLICY LIMITS:

#### GENERAL LIABILITY:

\$500,000 CSL	EACH OCCURRENCE
\$5,000,000	AGGREGATE - OTHER THAN
	CAL GAS, PERSONAL INJURY
	AND ADVERTISING INJURY
\$5,000,000	AGGREGATE - CAL GAS
\$500,000	AGGREGATE
	\$5,000,000 \$5,000,000

#### AUTOMOBILE LIABILITY

PROFESSIONAL LIABILITY	\$500,000 CSL EACH SINGLE CLAIM	
	\$500,000 CSL EACH SINGLE CLAIM NO AGGREGATE	

EMPLOYEE BENEFITS LIABILITY \$500,000 EACH EMPLOYEE \$5,000,000 AGGREGATE

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement No. 57 Endorsement effective 5-1-83 Policy No. 05 AL 189534 SCA Named Insured DILLINGHAM CORPORATION PD ΒI Additional Premium 5 25, 141 Return Premium 5 In Advance \$ 1990 N. CALIFORNIA BLVD. 1st Anniv. 5 SUITE 930 2nd Anniv. 5 94596 - 3789WALNUT CREEK, CA

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Interim adjustment
TIC 000302

Countersigned by	
	(Authorized Representative)

### GENERAL LIABILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)

Policy No. 05 AL 185_ + SCA

Page No. 1

DIFE & CASUALTY

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

e rating classifications stated herein, excep ally provided elsewhere in this policy, do no y of the other provisions of this policy.	t as speci-			PREMIUM	RA	TES	ADVANCE PREMIUM			
y of the other provisions of this policy.			<u> </u>	BASESt	ВІ	PD	Bi	PD		
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INDEPENDENT CONTRACTORS			3.	Payroll	Per \$100					
		CODE	4.	Flat charge			٠.٧	<b>'''</b>		
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COMPLETED OPERATIONS			6	Receipts	Per \$100		MINI	MUM		
PRODUCTS		]	7.	Number	Per land		PREMIUM			
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### AUTOMOBILE SCHIDULE

POLICY NO. FICE CODE-SYMBOL-SER. NO.-SUFFIX)

05 AL _89534 SCA PAGE NO. 1

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any de-

Pescription of Hazards: Iwned Automobile (Liability); Covered Automobiles (Physical Damage)												scribed vehicle applies also to its replacement, subject to all the terms of the policy having reference thereto:							
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"Enter "W" for Windst

(a) For Collision:

(b) As respect newly acquired vehicles and

Confide High & Cosnesson Int Ornal 1 325 per disablement.

** Enter "W" for Windstorm, Hail, Earthquake or Explosion if affarded.

Rating Information:

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#### COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

#### AUBURN CONSTRUCTORS JOINT VENTURE

WE AGREE THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-83/84 IS IN ACCORDANCE WITH THE ATTACHED.

POLICY LIMITS:

#### GENERAL LIABILITY:

BODILY INJURY LIABILITY &	\$500,000 CSL	EACH OCCURRENCE
PROPERTY DAMAGE LIABILITY	\$5,000,000	AGGREGATE - OTHER THAN
		CAL GAS, PERSONAL INJURY
		AND ADVERTISING INJURY
	\$5,000,000	ACGREGATE - CAL GAS
PERSONAL INJURY LIABILITY &	\$500,000	AGGREGATE
ADVERTISING INJURY LIABILITY		•

#### AUTOMOBILE LIABILITY

BODILY INJURY LIABILITY &	\$500,000 CSL EACH OCCURRENCE
PROPERTY DAMAGE LIABILITY	
INCLUDING CARGO COVERAGE	

PROFESSIONAL LIABILITY	\$500,000	CSL	EACH	SINGLE	CLAIM
**************************************	=	NO A	AGGREC	TATE	

EMPLOYEE BENEFITS LIABILITY	\$500,000	EACH EMPLOYEE
	\$5,000,000	AGGREGATE

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached. effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-83	Policy No. 05 AL 189534 SCA	Endorsement No. 58	
Named Insured DILLINGHAM CORPORATION Additional Premium 5 23,738	Return Premium S	BI	PD
•	In Advance 5	5	
1990 N. CALIFORNIA BLVD.	1st Anniv. S	5	
SUITE 930 WALNUT CREEK, CA 94596 - 3789	2nd Anniv. \$	5	

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

TIC 000305

(Authorized Representative)

#### GENERAL LIABILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)



Policy No. 05 AL, 1 34 SCA

Page No. 1

Description of Hazards (First Column) - including 1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder. The rating classifications stated herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. PREMIUM RATES ADVANCE PREMIUM BASES: 81 PD ВΙ PD 1. Area sq. ft. Per 100 sq. ft. A. PREMISES-OPERATIONS 2. Frontage Per linear ft. B. ESCALATORS 3. Payrolla Per \$100 C. INDEPENDENT CONTRACTORS · · M· · CODE 4. Flat charge -LET OR SUBLET WORK DESIGNATES NUMBERS 5. Units Per each D. COMPLETED OPERATIONS MINIMUM Per \$100 Receipts E. PRODUCTS PREMIUM Number Per landing F. CONTRACTUAL Cost Per \$100 Receipt Per \$1000 Sales Per \$1000 10. If location same as address in Item 1 of the declarations, check 🔲 12 Double space between entries to allow for coding. ा रहे १८ वर 17.6 LINE Table Wife Wells DESIG 1.00 04 999 ALL OPERATIONS UNDER A-F Y 15055 | 3 | P 1,013,056 -54 -54 5471 5470 .38 E 1,000,000 .38 3800 3800 AUBURN CONSTRUCTORS PLEASE REPORT EXCESS PREMIUM HOBO AGT NOTE: AUDITOR SEPARATELY TO REINE, UNIT. PREM. MUST BE CEDED ON THE BASIS OF 100% CESSION. TIC 000306

Increased Limits Basic Charges



#### AUTOMOBILE SCHIDULE

POLICY NO. TICE CODE . SYMBOL - SER. NO. - SUFFIX) 05 AL _d9534 SCA

PAGE NO.

Description of Hazards:

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all

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*Value of Vehicle is Actual Cash Value; (a) For Collision; Confidential Bisiness Intomation , \$25 per disablement.

Enter "W" for Windstorm, Hail, Earthquake or Explosion if afforded.

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policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the

\$500,000

\$5,000,000 -

\$500,000 CSL EACH SINGLE CLAIM

NO ACGREGATE

AGGREGATE

EACH EMPLOYEE

Endorsement effective 5-1-83

Named Insured DILLINGHAH CORPORATION
Additional Premium \$ 31,867

Return Premium \$ BI

In Advance \$ \$

1990 N. CALIFORNIA BLVD.

SUITE 930

WALNUT CREEK, CA 94596 - 3789

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000308

Countersigned by (Authorized Representative)

Confidential Business Information

PROFESSIONAL LIABILITY

EMPLOYER BENEFITS LIABILITY



## GENERAL LIABILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)

Policy No. 05 AL 18_34 SCA

Page No. 1

Description of Hazards (First Column) — including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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### AUTOMOBILE SCHIDULE

POLICY NO.	ICE CODE	- SYMBOL - SER. NO SUFFIX)	PAGEN
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Description of Hazards; Owned Automobile (Liability); Covered Automobiles (Physical Damage)

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all the terms of the policy having reference thereto:

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# MATIONAL ACCOUNT

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

IT IS AGREED THAT THE ADVANCE PREMIUM FOR THE PERIOD 5-1-83/84 IS IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is usued subsequent to preparation of policy.

Endorsement effective	5-1-83		Policy No.	05	AL	189534 SCA	Endorsement No.	60	
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TIC 000311

Countersigned by		
	(Authorized Representative)	

#### **GENERAL LIABILITY SCHEDULE**

(Office Code-Symbol-Serial No.-Suffix)

Policy No. '05 AL 18_34 SCA

Page No. 1

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

IT IS AGREED THAT DUE TO INTERNAL AUDITS, AN ADDITIONAL PREMIUM OF \$207,107 IS DUE.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy:)

Endorsement effective 5-1-82 Policy No. 05 AL 189534 SCA Endorsement No. 61

Named Insured DILLINGHAM CORPORATION

Additional Premium \$ 207, 107 Return Premium \$ BI PD

In Advance \$ \$

1st Anniv. \$ \$

HOBO NOTE:

LB \$103554 PB \$103553

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company

Hartford, Connecticut

Countersigned by ______(Authorized Representative)

TIC 000313

Confidential Business Information

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# COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

AUBURN CONSTRUCTORS JOINT VENTURE

IN CONSIDERATION OF A RETURN PREMIUM DUE OF \$17,802, THE SCHEDULES FORMING A PART OF SAID POLICY ARE AMENDED IN ACCORDANCE WITH THE ATTACHED.

NTZRIM -

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement No. 62 Endorsement effective Policy No. 05 AL 189534 SCA 10-31-83 Numed Insured DILLINGHAM CORPORATION PD Additional Premium 5 Return Premium 5 17802 CR In Advance 5 5 1st Anniv. S HOBO NOTE: 2nd Anniv. S LB-P 4103 CR PB-P 4102 CR AA-P_3897_CR

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by	
	(Authorized Representation)
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#### **GENERAL LIABILITY SCHEDULE**

(Office Code-Symbol-Serial No.-Suffix)



Policy No.

05 A .89534 SCA

Page No.

Description of Hazards (First Column) - including 1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder. The rating classifications stated herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. PREMIUM RATES ADVANCE PREMIUM BASES: ВΙ PD PD Per 100 sq. ft. Area sq. ft. A. PREMISES-OPERATIONS 2. Frontage Per linear ft. B. ESCALATORS 3. Payroll Per \$100 C. INDEPENDENT CONTRACTORS * * M** 4. Flat charge CODE -LET OR SUBLET WORK DESIGNATES NUMBERS 5. Units Per each D. COMPLETED OPERATIONS MINIMUM 6. Receipts Per \$100 E. PRODUCTS PREMIUM 7. Number Per landing F. CONTRACTUAL 8. Cost Per \$100 Per \$1000 Receipt Sales Per \$1000 If location same as address in Item 1 of the declarations, Double space between entries to allow for coding. DESIG 04 999 1.00 DELETE ALL OPERATIONS A-F Y 15055 3 •54 •38 •54 •38 759722 4103CR 4102CR Ε 750000 2850cm 2850CR AUBURN CONSTRUCTORS TIC 000315

Increased Limits Basic Charges



#### AUTOMOBILE SC EDULE

POLICY NO. FFICE CODE-SYMBOL-SER, NO.-SUFFIX) PAGE NO.

O5 ..L. 189534 SCA 1

Description of Hazards:
Owned Automobile (Liability); Cavered Automobiles (Physical Damage)

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all the terms of the policy having reference thereto:

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*Value of Vehicle is Actual Cash Value:
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(b) As respect newly acquired vehicles and
Confidential Business Information

** Enter "W" for Windstorm, Hail, Earthquake or Explosion if afforded.

Rating Information:

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# COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

BALL CONCO JOINT VENTURE

IN CONSIDERATION OF A RETURN PREMIUM DUE OF \$18852, THE SCHEDULES FORMING A PART OF SAID POLICY ARE AMENDED IN ACCORDANCE WITH THE ATTACHED.

## INTERIM ADJUGATION

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement No. 63 Endorsement effective Policy No. 05 AL 189534 SCA 10-31-83 Named Insured DILLINGHAM CORPORATION PD Additional Premium 5 Return Premium 5 18852 CR In Advance 5 HOBO NOTE: LB-P 5097_CR 1st Anniv. 5 E 3510 CR AA-P 1638 CR 2nd Anniv. 5 PB-P. 5097 CR E 3510 CR AP-P INCL.

Countersigned by		
	(Authorized Representative)	



#### GENERAL LIABILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)

Policy No.

05 A: 89534 **sca** 

Page No.

1

Description of Hazards (First Column) - including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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## AUTOMOBILE SC"SDULE

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# COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

BALL HEALY HORN JOINT VENTURE

IN CONSIDERATION OF A RETURN PREMIUM DUE OF \$23,898, THE SCHEDULES FORMING A PART OF SAID POLICY ARE AMENDED IN ACCORDANCE WITH THE ATTACHED.

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This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy:)

Endorsement effective 10-31-83	Policy No. 05 A	L 189534 SCA	Endorsement No.	64
Named Insured DILLINGHAM CORPORATION Additional Premium 5	Return Premium \$	23898 CR	BI	PD
		In Advance 5	•	5
HOBO NOTE:		1st Anniv. \$	;	5
E 4275 CR AA-P 2922	CR	2nd Anniv. \$	!	5
PB-P 6213 CR AP-P INCL. E 4275 CR				
The Ætna Casualty and Surety Company				

The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by (Authorized Representative)



Policy No. 05 AL

1534 SCA

Page No.

Description of Hazards (First Column) - including 1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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Description of Hazards:

## AUTOMOBILE SC" SDULE

POLICY NO. FFICE CODE - SYMBOL - SER. NO. - SUFFIX

C_ AL 189534 SCA

PAGE NO. 1

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all the terms of the policy beginning.

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**Enter **W** for Windstorm, Hail, Earthquake or Explosion if afforded.

Rating Information: 

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## NATIONAL ACCOUNTS

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

> COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

IN CONSIDERATION OF A RETURN PREMIUM OF \$8,868,509, THE SCHEDULES FORMING PARTS OF SAID POLICY ARE DELETED IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Named Insured

Policy No. 05 AL 189534 SCA

Endorsement No. 65

Return Premium \$ 8,868,509

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

(Authorized Representative)

## GENERAL LIABILITY SCHEDULE

(Office Code-Symbol-Serial No.-Suffix)

LIFE & CASUALTY

Policy No. 05 AL 16 34 SCA

Page No. 1

1

Description of Hazards (First Column) - including

1. Location of all premises awned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

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## AUTOMOBILE SCPTDULE

TICE CODE - SYMBOL - SER. NO. - SUFFIX)

05 AL _ 1534 SCA

PAGE NO. 1

Description of Hazards:

Iwned Automobile (Liability); Covered Automobiles (Physical Damage)

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all the terms of the policy having reference thereto:

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS AGREED THAT DUE TO INTERNAL AUDITS, A RETURN PREMIUM OF \$344,882 IS DUE.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1The information below is required only when this endorsement is issued subsequent to preparation of policy:

05 AL 189534 SCA Endorsement effective 5-1-83 Endorsement No. Policy No. DILLINGHAM CORPORATION, ETAL Named Insured 344,882 PD Additional Premium 5 Return Premium 5 RI In Advance 5 1st Anniv. \$ HOBO NOTE: 2nd Anniv. 5 LB_206,929 CR MAY 1 7 1985

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

Countersigned by

E SILVA

(Authorized Representative)

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COMPREHENSIVE GENERAL LIABILITY INSURANCE

IT IS AGREED THAT DUE TO INTERNAL AUDITS, AN ADDITIONAL PREMIUM OF \$17,661 APPLIES.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

5-1-83 Policy No. 05 AL 189534 SCA Endorsement No. Endorsement effective DILLINGHAM CORPORATION ETAL Named Insured Additional Premium \$ 17,661 RI PD Return Premium S In Advance 5 HOBO NOTE: 5 Ist Anniv. S LB 10.597 2nd Anniv. 5 7,064

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by [Authorized Representative]

E SILVA

TIC 000327

MAY 1 7 1985.

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## NATIONAL ACCOUNTS

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$9,318,509, THE SCHEDULES FORMING PART OF SAID POLICY ARE IN ACCORDANCE WITH THE ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

herwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy:)

Endorsement effective 11-9-83-5-7-87 Policy No. 05 AL 189534 SCA Endorsement No. 66

Named Insured DILLINGHAM CORPORATION
Additional Premium 5 9,318,509 Return Premium 5 In Advance 5 11 Advance 5 1209311 5 PB

XXXXXXX 1B PB

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000328

(Authorized Representative)



## AUTOMOBILE SCHTTULE

POLICY NO. TICE CODE - SYMBOL - SER. NO. - SUFFIX) 05 AL _ 3534 SCA

PAGE NO. 1

Description of Hazards:

Owned Automobile (Liability); Covered Automobiles (Physical Damage)

Entry of a specific premium charge indicates the insurance afforded for each described vehicle. The insurance for any described vehicle applies also to its replacement, subject to all the terms of the policy having reference thereto:

VEHICLE INFORMATION	RATIN	G INFORMATION	,	PREMIUMS	
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If Physical Damage is indicated in the Declaration afforded as follows for newly acquired vehicles (ot			COMP. FIRE TH	EFT C.A.C. **	COLL. TOWING
FOR FLEET AUTOMATIC  Maximum Limit of Liability for Physical Damage.	applicat	le to any newly acquired	ing code numbers indicate rehicle: (other than replac	cements)	Report of Changes shall be submitted:
Any one covered automobile.	2. All re	overed automobiles. gistered covered automobil	es. any vehicle n	nder Collision Coverage, ot having an Actual Cash east \$500	☐ Monthly ☐ Quarterly
All covered automobiles at any one location.		vered automobiles of the pr nger type.	6. Excluding ve	hicles leased short term	Guarterly Semi-Annually
All covered automobile. \$	type.	vered automobiles of the co	mmercial to the named	i insured,	Annually

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## COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED INSURED IS AMENDED TO INCLUDE:

- 1.) DILLINGHAM-ATKINSON, A JOINT VENTURE
- 2.) SOUTHERN CALIFORNIA EDISON COMPANY

AS RESPECTS THE PROJECT KNOWN AS BALSAM MEADOWS

IT IS FURTHER AGREED THAT THIS POLICY IS PRIMARY AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE AVAILABLE TO THE NAMED INSURED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 10/31/83 Policy No. 05 AL 189534 SCA Endorsement No. 67

Named Insured DILLINGHAM CORPORATION

Additional Premium 5 Return Premium 5 In Advance 5 5

1st Anniv. 5 5

2nd Anniv. 5 5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned	bу	
	٠.	(Authorized Representative)

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## COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

## SOUTHERN CALIFORNIA EDISON COMPANY

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE COMPANY WILL MAIL THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF CANCELLATION TO:

SOUTHERN CALIFORNIA EDISON COMPANY P.O. BOX 800 ROSEMEAD, CALIFORNIA 91770 ATTENTION: MANAGER OF INSURANCE

IT IS FURTHER AGREED THAT THE COMPANY WAIVES ITS RIGHT OF SUBROGATION AGAINST SOUTHERN CALIFORNIA EDISON COMPANY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 10/31/83 Policy No. 05 AL 189534 SCA Endorsement No. 68

Named Insured DILLINGHAM CORPORATION Additional Premium 5 BI PD

In Advance 5 S

Ist Anniv. 5 S

2nd Anniv. 5 S

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by (Authorized Representative)

IT IS AGREED THAT SECTION F. OTHER INSURANCE PAGE 15 OF THE POLICY FORM IS AMENDED TO READ AS FOLLOWS:

## F. OTHER INSURANCE

1. THIS POLICY DOES NOT CONTRIBUTE WITH OTHER COLLECTIBLE INSURANCE, AND NOTHING HEREIN SHALL BE CONSTRUED TO MAKE THIS POLICY SUBJECT TO THE TERMS, CONDITIONS OR LIMITATIONS OF SUCH OTHER INSURANCE.

## 2. EXCESS LIMITS

EXCEPT AS RESPECTS OTHER INSURANCE PURCHASED BY THE NAMED INSURED TO APPLY IN EXCESS OF THIS POLICY AND UNLESS THE POLICY IS INTENDED BY OR CONTRACTUALLY REQUIRED OF THE NAMED INSURED TO BE PRIMARY, THIS POLICY IS EXCESS OF OTHER COLLECTIBLE INSURANCE, BUT ONLY FOR THE DIFFERENCE BETWEEN THE LIMITS OF SAID OTHER INSURANCE AND THE LIMITS REQUIRED AS UNDERLYING INSURANCE BY THE NAMED INSURED'S BUMBER-SHOOT LIABILITY POLICY.

## 3. SOLE NEGLIGENCE

IN THE CASE OF SOLE NEGLIGENCE BY AN ENTITY OR PARTY NOT OWNED OR CONTROLLED BY DILLINGHAM CORPORATION, THIS POLICY COVERS DILLINGHAM'S INTEREST ONLY AND IS EXCESS OF AND DOES NOT CONTRIBUTE WITH OTHER COLLECTIBLE INSURANCE OF SUCH ENTITY OR PARTY.

## 4. MORE SPECIFIC INSURANCE

THIS POLICY PROVIDES DIFFERENCE-IN-CONDITIONS AND IS NOT CONTRIBUTING WITH, OTHER COLLECTIBLE INSURANCE WHICH WAS PURCHASED TO PROVIDE MORE SPECIFIC INSURANCE, EXCEPT SUCH INSURANCE PURCHASED TO APPLY IN EXCESS OF THIS POLICY.

## 5. DIFFERENCE-IN-CONDITIONS

THIS POLICY SHALL COVER THE NAMED INSURED ON A PRIMARY BASIS FOR DIFFERENCE-IN-CONDITIONS BETWEEN THIS POLICY AND ANY OTHER INSURANCE.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective	5-1-81		Policy No.	05	AL -	189534	SCA	Endorsement No.	69	
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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by		
	(Authorized Representative)	

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## COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE OTHER INSURANCE

IT IS AGREED THAT ENDORSEMENT NO. 69, FORMING A PART OF SAID POLICY IS AMENDED IN PART TO READ AS FOLLOWS EFF. 5-30-83.

## F. OTHER INSURANCE

1. THIS POLICY PROVIDES DIFFERENCE-IN-CONDITIONS AND IS NOT CONTRIBUTING WITH, OTHER COLLECTIBLE INSURANCE WHICH WAS PURCHASED TO PROVIDE MORE SPECIFIC INSURANCE, EXCEPT SUCH INSURANCE PURCHASED TO APPLY IN EXCESS OF THIS POLICY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is usued subsequent to preparation of policy.

Endorsement effective 5-30-83 Policy No. 05 AL 189534 SCA Endorsement No. 70

Named Insured DILLINGHAM CORPORATION

Additional Premium S B1 PD

In Advance 5 5

1st Anniv. 5 5

2nd Anniv. 5 5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by	
Andrew Service	(Authorized Representative)

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COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE LIMITS OF LIABILITY

IT IS AGREED THAT ENDT. NO. 56 FORMING A PART OF SAID POLICY IS AMENDED TO APPLY TO THE FOLLOWING:

DILLINGHAM CORPORATION ETAL

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

IThe information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-83 Policy No. 05 AL 189534 SCA Endorsement No. 71

Named Insured DILLINGHAM CORPORATION

Additional Premium S Return Premium S BI PD

In Advance S S

Lst Anniv. S S

2nd Anniv. S S

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by		
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# COMPREHENSIVE GENERAL & AUTOMOBILE LIABILITY INSURANCE WATKINS ENGINEERS & CONSTRUCTORS INLAND INDUSTRIAL CONTRACTORS, INC.

IT IS AGREED THAT THE POLICY TO WHICH THIS ENDORSEMENT APPLIES PROVIDES COVERAGE FOR WATKINS ENGINEERS & CONSTRUCTORS AND INLAND INDUSTRIAL CONTRACTORS, INC. AS FOLLOWS:

- 1. FROM DATE OF ACQUISITION TO 4/1/84, THIS POLICY PROVIDES DIFFERENCE-IN-CONDITIONS AS RESPECTS ANY GENERAL LIABILITY AND ANY AUTOMOBILE LIABILITY POLICIES COVERING THE ABOVE NAMED ENTITIES.
- 2. FROM 4/1/84 TO POLICY EXPIRATION, THIS POLICY PROVIDES PRIMARY COVERAGE.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

72 05 AL 189534 SCA Endorsement No. 10-5-83 Endorsement effective Policy No. DILLINGHAM CORPORATION Named Insured PD BI Additional Premium 5 Return Premium \$ In Advance 5 1st Anniv. 5 5 2nd Anniv. \$

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by		
\$ - 3 m-86.	(Authorized Representative)	

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## PROFESSIONAL LIABILITY

IT IS AGREED SUCH INSURANCE AS IS AFFORDED UNDER ENDORSEMENT NUMBER 2, PROFESSIONAL LIABILITY, SHALL AFFORD NO LESS COVERAGE THAN WOULD BE PROVIDED UNDER THE TERMS AND CONDITIONS OF ENDORSEMENT NUMBER 2 (BUMBERSHOOT POLICY WORDING).

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy)

Endorsement effective 5-1-83

Named Insured DILLINGHAM CORPORATION

Additional Premium 5

Return Premium 5

In Advance 5

1st Anniv. 5

2nd Anniv. 5

5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by		
4.41.244	(Authorized Representative)	
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## COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE LIMITATION OF COVERAGE

IT IS AGREED THAT THE POLICY SHOWN BELOW PROVIDES PRIMARY COVERAGE FOR VEHICLES LEASED BY HAWAIIAN DREDGING & CONSTRUCTION COMPANY FROM TRANS LEASE:

INSURANCE CARRIER	POLICY NUMBER	<u>LIMITS</u>
HAWAIIAN INSURANCE	CGA 133614	\$250,000/500,000 BODILY INJURY
& GUARANTY COMPANY, LTD.	OR RENEWAL THEREOF	\$100,000 PROPERTY DAMAGE

AS RESPECTS THE POLICY TO WHICH THIS ENDORSEMENT APPLIES, IT IS FURTHER AGREED THAT:

- EXCESS LIABILITY LIMITS ARE PROVIDED TO BRING THE LIMITS SHOWN ABOVE 1. UP TO \$500,000 CSL BODILY INJURY & PROPERTY DAMAGE.
- DIFFERENCE-IN-CONDITIONS IS PROVIDED TO \$500,000 CSL BODILY INJURY AND PROPERTY DAMAGE.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Named Insured	5-1-83 DILLINGHAM	CORPORATION	Policy No.	05	AL	189534 SC	Endorsement Nu	. 74	
Additional Premium \$			Return Premiu	ım S			81		PD
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The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

TIC 000337

Countersigned by _ Authorized Representatives

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## COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

## LIMITS OF LIABILITY

IT IS AGREED THAT PAGE 7, SECTION IV. A.2. OF THE POLICY FORM IS AMENDED TO READ AS FOLLOWS:

2. SUBJECT TO THE ABOVE PROVISION RESPECTING "EACH OCCURRENCE", THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES BECAUSE OF ALL BODILY INJURY OR PROPERTY DAMAGE TO WHICH THESE COVERAGES APPLY AND DESCRIBED IN ANY OF THE SUEPARAGRAPHS BELOW SHALL NOT EXCEED THE LIMIT OF LIABILITY STATED IN THE DECLARATIONS AS "AGGREGATE".

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

75 5-1-81 05 AL 189534 SCA Endorsement No. Policy No. Endorsement effective DILLINGHAM CORPORATION Named Insured PD BI Additional Premium 5 Return Premium 5 In Advance 5 \$ 1st Anniv. 5 2nd Anniv. 5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by		
	(Authorized Representative)	
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COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

IT IS AGREED THAT ITEM 5, COVERAGES AND LIMITS OF LIABILITY FORMING A PART OF THE DECLARATIONS PAGE IS AMENDED TO READ AS FOLLOWS:

GENERAL LIABILITY BODILY INJURY LIABILITY & PROPERTY DAMAGE LIABILITY	\$1,000,000 CSL EACH OCCURRENCE \$5,000,000 AGGREGATE-OTHER THAN CAL GAS, PERSONAL INJURY AND ADVERTISING INJURY
	\$5,000,000 AGGREGATE-CAL GAS
PERSONAL INJURY LIABILITY &	•
ADVERTISING INJURY LIABILITY	\$1,000,000 AGGREGATE
AUTOMOBILE LIABILITY EODILY INJURY LIABILITY & PROPERTY DAMAGE LIABILITY INCLUDING CARGO COVERAGE	\$1,000,000 CSL EACH OCCURRENCE
PROFESSIONAL LIABILITY	\$1,000,000 CSL EACH SINGLE CLAIM \$5,000,000 AGGRECATE
EMPLOYEE BENEFITS LIABILITY	\$1,000,000 EACH EMPLOYEE \$5,000,000 AGGREGATE

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effectiv	e 5 <b>–1–</b> 81	Policy No.	05	AL '	189534 SCA	Endorsement No.	76	
Numed Insured	DILLINGHAM CORPORATION							
Additional Premium	<b>;</b>	Return Premiu	m <b>S</b>			BI		PD
					In Advance 5		5	
					1st Anniv. 5	!	5	
					2nd Anniv. S		5	

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by	
	and the same along
5 - Sept 47 - 4	(Authorized Representative)

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STAT.		TORY RATE	LIMITS :	OF LIA	BILITY MED.	DR. REC.	LINE DESIG.	FORM C		COMP	COLL.	DISC.	PREMIUM	EXPOSURE	8111.10	ACCOUNT N 044886	
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		:	7														SPECIAL

## COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE BALL-DEW JOINT VENTURE

IT IS AGREED THAT THE LIMITS OF LIABILITY FOR THE PERIOD 5-1-83/84 IS IN ACCORDANCE WITH THE FOLLOWING:

GENERAL LIABILITY \$ 500,000 CSL EACH OCCURRENCE EODILY INJURY LIABILITY & \$5.000,000 AGGREGATE-OTHER THAN PROPERTY DAMAGE LIABILITY CAL GAS, PERSONAL INJURY AND ADVERTISING INJURY \$5,000,000 AGGREGATE-CAL GAS PERSONAL INJURY LIABILITY & \$ 500,000 AGGREGATE ADVERTISING INJURY LIABILITY AUTOMOBILE LIABILITY ECDILY INJURY LIABILITY & 500,000 CSL EACH OCCURRENCE PROPERTY DAMAGE LIABILITY INCLUDING CARGO COVERAGE 500,000 CSL EACH SINGLE CLAIM PROFESSIONAL LIABILITY NO AGGREGATE \$ 500,000 EACH EMPLOYEE EMPLOYEE BENEFITS LIABILITY \$5,000,000 AGGREGATE

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is issued subsequent to preparation of policy:1

Endorsement effective 5-1-83	Policy No.	05 AL	189534 SCA	Endorsement No.	77	
Numed Insured DILLINGHAM CORPORATION Additional Premium 5 TBD	Return Premiun	n <b>S</b>		81		PD
125			In Advance 5		s .	
			1st Anniv. S		5	
			2nd Anniv. 5		\$	

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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by	
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							1 24 4	ero kala				3 <b>1 1</b> 3 .				END'T FORM NO.

## COMPREHENSIVE AUTOMOBILE LIABILITY COMPREHENSIVE GENERAL LIABILITY

## AMENDATORY ENDORSEMENT

IT IS AGREED THAT ENDORSEMENT NO. 53, OIL & GAS DRILLING & EXPLORATION OPERATIONS, EFFECTIVE DATE IS AMENDED TO READ 5-1-81 IN LIEU OF 5-1-82.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-81

Named Insured DILLINGHAM CORPORATION

Additional Premium 5

Return Premium 5

In Advance 5

Ist Anniv. 5

2nd Anniv. 5

5

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

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Countersigned by	
	(Authorized Representative)

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## COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

IT IS HEREBY UNDERSTOOD AND AGREED AS RESPECTS ST. JOHN'S HOSPITAL - JOB # 83-017 THAT THE OWNER AND ARCHITECT AND THEIR EMPLOYEES AND AGENTS ARE ADDED AS ADDITIONAL INSUREDS.

IT IS FURTHER AGREED. IN ACCORDANCE WITH POLICY TERMS AND CONDITIONS. THAT COVERAGE AS AFFORDED BY THIS ENDORSEMENT SHALL BE PRIMARY TO AND NOT CON-CURRENT WITH ANY OTHER INSURANCE HELD BY OWNER OR ARCHITECT.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.) 12-19-83 BI PD Return Premium 5 In Advance 5 1st Anniv. 5 2nd Anniv. 5

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

AGENI BROKE	R ➤	12	274 G	F	XAND ALEXA OFFIC	NDEF	k .		OMM.	РАЧМ	ENT	AX DIST TRANSAC TYPE			ID	5-1-81 POLICY EXPIRY 5-1-84	
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## COMPREHENSIVE GENERAL LIABILITY

#### ADDITIONAL INSUREDS

THE INCLUSION OF MENTOR STREET PROPERTIES AND BARASCH ARCHITECTS & ASSOCIATES, INC. AS ADDITIONAL INSUREDS SHALL NOT PRECLUDE THEIR RESPECTIVE RIGHTS AGAINST THIS POLICY FOR ANY LOSS INCURRED TO PROPERTIES OWNED AND/OR OPERATED BY EACH OF THEM AND WHICH ARE ADJACENT TO THE PROJECT UNDER CONSTRUCTION BY DILLINGHAM CONSTRUCTION, INC. KNOWN AS 2 NORTH LAKE, PASADENA, CALIFORNIA.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement No. 80 2-1-84 Endorsement effective Policy No. 05 AL 189534 SCA DILLINGHAM CORPORATION ETAL Named Insured PD RI Additional Premium \$ Return Premium \$ In Advance S 5 5 1st Anniv. S 2nd Anniv. \$

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

TIC 000343

Countersigned by ______(Authorized Representative)

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## THE AETNA CASUALTY & SURETY COMPANY HARTFORD, CONNECTICUT 06156

HARTFORD, CONN	EÇTICUT 06156
LIABILITY POLICY DECLARATIONS	The first of the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second
1. NAMED INSURED	DILLINGHAM CORPORATION ET.AL. (PER ENDORSEMENT NO. 1) 1990 NORTH CALIFORNIA BLVD., SUITE 930 WALNUT CREEK, CA 94596
2. POLICY NO.	05 AL 189541 SCA 86
3. POLICY PERIOD	FROM 5-1-84 TO 5-1-87 AT 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.
4. AUDIT PERIOD	ANNUAL, WHERE APPLICABLE
5. COVERAGES	LIMITS OF LIABILITY
GENERAL LIABILITY	
BODILY INJURY AND PROPERTY DAMAGE LIABILITY COMBINED SINGLE LIMIT	Ε

BODILY INJURY AND PROPERTY DAMAGE LIABILITY COMBINED SINGLE LIMIT INCLUDING A \$250,000 DEDUCTIBLE PER ENDORSEMENT NO. 2

EACH OCCURRENCE

\$ 500,000

ANNUAL AGGREGATE, WHERE
APPLICABLE, EXCLUDING
CAL GAL CORPORATION 5,000,000
ANNUAL AGGREGATE, WHERE
APPLICABLE, CAL GAS
CORPORATION ONLY 5,000,000

PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

` '~ ANNUAL AGGREGATE

500,000

## AUTOMOBILE LIABILITY

BODILY INJURY AND PROPERTY DAMAGE LIABILITY INCLUDING CARGO COVERAGE COMBINED SINGLE LIMIT INCLUDING A \$250,000 DEDUCTIBLE PER ENDORSEMENT NO. 2

EACH OCCURRENCE

500,000

## PROFESSIONAL LIABILITY

INCLUDING A \$250,000 DEDUCTIBLE EACH CLAIM PER ENDORSEMENT NO. 5

EACH CLAIM

500,000

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5. CONTINUED

## EMPLOYEE BENEFITS LIABILITY

EACH EMPLOYEE

500,000

ANNUAL AGGREGATE 5,000,000

6. ENDORSEMENTS MADE PART OF THE POLICY

SEE ENDORSEMENT INDEX

THE DECLARATIONS ARE COMPLETED ON THE ATTACHED GENERAL LIABILITY 7. AND AUTOMOBILE LIABILITY SCHEDULES.

THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY SCHEDULES DISCLOSE ALL HAZARDS INSURED HEREUNDER KNOWN TO EXIST AT THE EFFECTIVE DATE OF THIS POLICY, UNLESS OTHERWISE STATED HEREIN.

- DURING THE PAST THREE YEARS NO INSURER HAS CANCELLED INSURANCE ISSUED TO THE NAMED INSURED, SIMILAR TO THAT AFFORDED HEREUNDER, UNLESS OTHERWISE STATED HEREIN.
- 9. TOTAL ADVANCE PREMIUM

\$291,771

1ST ANNIVERSARY 2ND ANNIVERSARY TO BE DETERMINED TO BE DETERMINED The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
The Automobile Insurance Company of Hartford, Connecticut
Farmington Casualty Company
Aetna Casualty & Surety Company of America
Aetna Commercial Insurance Company
Aetna Casualty Company of Connecticut
Hartford, Connecticut 06156
Aetna Casualty & Surety Company of Illinois
Downers Grove, Illinois 60515





Insurance planned for your protection by

## The Aetna Casualty and Surety Company

The Standard Fire Insurance Company

The Automobile Insurance Company of Hartford, Connecticut Hartford, Connecticut 06156

Bucille M. Nickerson	Type Bland
Secretary	President
	•
Aetna Casualty & Surety Co	empany of Illinois
Downers Grove, Illino	is 60515
Secretary	President
Farmington Casualty	Company
Hartford, Connecticu	t 06156 -
Secretary	President
Aetna Casualty & Surety Cor	mpany of America
Hartford, Connecticu	t 06156
Secretary	President
Aetna Commercial Insurar	nce Company
Aetna Casualty Company	of Connecticut
Hartford, Connecticu	
Secretary	President

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III.	CONDITIONS	1	1

### AETNA CASUALTY & SURETY COMPANY

## HARTFORD, CONNECTICUT

(A STOCK INSURANCE COMPANY, HEREINAFTER CALLED THE COMPANY)

AGREES WITH THE INSURED NAMED IN THE DECLARATIONS AND MADE A PART HEREOF, IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM AND IN RELIANCE UPON THE STATEMENTS IN THE DECLARATIONS AND SUBJECT TO ALL THE TERMS OF THE POLICY:

## I. INSURING AGREEMENTS

ζ.

## A. LIABILITY INSURANCE

THE COMPANY WILL PAY ON BEHALF OF THE INSURED ALL SUMS WHICH THE INSURED SHALL BECOME OBLIGATED TO PAY AS DAMAGES BY REASON OF LIABILITY IMPOSED BY LAW OR ASSUMED UNDER CONTRACT OR AGREEMENT, BECAUSE OF

- 1. BODILY INJURY OR PROPERTY DAMAGE TO WHICH THIS INSURANCE APPLIES CAUSED BY AN OCCURRENCE, OR
- 2. PERSONAL INJURY OR ADVERTISING INJURY TO WHICH THIS INSURANCE APPLIES:

AND THE COMPANY SHALL HAVE THE RIGHT AND DUTY TO DEFEND ANY SUIT AGAINST THE INSURED SEEKING DAMAGES ON ACCOUNT OF SUCH BODILY INJURY, PERSONAL INJURY, ADVERTISING INJURY OR PROPERTY DAMAGE, EVEN IF ANY OF THE ALLEGATIONS OF THE SUIT ARE GROUNDLESS, FALSE OR FRAUDULENT, AND MAY MAKE SUCH INVESTIGATION AND SETTLEMENT OF ANY CLAIM OR SUIT AS IT DEEMS EXPEDIENT, BUT THE COMPANY SHALL NOT BE OBLIGATED TO PAY ANY CLAIM OR JUDGMENT OR TO DEFEND ANY SUIT FILED AFTER THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR SETTLEMENTS.

### B. EXCLUSIONS

THIS INSURANCE DOES NOT APPLY:

- 1. TO BODILY INJURY, PERSONAL INJURY, ADVERTISING INJURY OR PROPERTY DAMAGE FOR WHICH THE INSURED HAS ASSUMED LIABILITY UNDER ANY CONTRACT OR AGREEMENT, IF SUCH INJURY OR DAMAGE OCCURRED PRIOR TO THE EXECUTION OF THE CONTRACT OR AGREEMENT;
- 2. IF THE INSURED IS AN ARCHITECT, OR SURVEYOR, TO BODILY INJURY, OR PROPERTY DAMAGE ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES PERFORMED BY SUCH INSURED, INCLUDING
  - a. THE PREPARATIONS OR APPROVAL OF MAPS, DRAWINGS, OPINIONS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS, AND
  - b. SUPERVISORY, INSPECTION OR ENGINEERING SERVICES;

PAGE 1 OF 16

- 3. TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE OWNER-SHIP. MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF
  - a. ANY AIRCRAFT OWNED OR OPERATED BY OR RENTED OR LOANED TO ANY INSURED, OR
  - b. ANY OTHER AIRCRAFT OPERATED BY ANY PERSON IN THE COURSE OF HIS EMPLOYMENT BY ANY INSURED,

BUT THIS EXCLUSION DOES NOT APPLY TO OPERATIONS BY INDEPENDENT CONTRACTOR, NOR TO LIABILITY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT:

- 4. TO PERSONAL INJURY OR ADVERTISING INJURY
  - ARISING OUT OF THE WILFUL VIOLATION OF A PENAL STATUTE OR ORDINANCE COMMITTED BY OR WITH THE KNOWLEDGE OR CONSENT OF THE NAMED INSURED;
  - ARISING OUT OF LIBEL OR SLANDER OR A PUBLICATION OR UTTER-ANCE IN VIOLATION OF AN INDIVIDUAL'S RIGHT OF PRIVACY IF THE FIRST INJURIOUS PUBLICATION OR UTTERANCE OF THE SAME OR SIMILAR MATERIAL BY OR ON BEHALF OF THE NAMED INSURED WAS MADE PRIOR TO THE EFFECTIVE DATE OF THIS INSURANCE;
  - c. ARISING OUT OF LIBEL OR SLANDER OF THE PUBLICATION OR UTTERANCE OF DEFAMATORY OR DISPARAGING MATERIAL CONCERNING ANY PERSON OR ORGANIZATION OR GOODS, PRODUCTS OR SERVICES, OR IN VIOLATION OF AN INDIVIDUAL'S RIGHT OF PRIVACY, MADE BY OR AT THE DIRECTION OF THE NAMED INSURED WITH KNOWLEDGE OF THE FALSITY THEREOF;
  - d ARISING OUT OF DISCRIMINATION IN ANY JURISDICTION WHERE SUCH INSURANCE IS PROHIBITED BY LEGISLATION OR COURT DECISION, OR HELD TO BE IN VIOLATION OF PUBLIC POLICY IN THE JURISDICTION:
- 5. TO ADVERTISING INJURY ARISING OUT OF
  - a. FAILURE OF PERFORMANCE OF CONTRACT, BUT THIS EXCLUSION DOES NOT APPLY TO THE UNAUTHORIZED APPROPRIATION OF IDEAS BASED UPON ALLEGED BREACH OF IMPLIED CONTRACT, OR
  - b. INFRINGEMENT OF TRADEMARK, SERVICE MARK OR TRADE NAME, OTHER THAN TITLES OR SLOGANS, BY USE THEREOF ON OR IN CONNECTION WITH GOODS, PRODUCTS OR SERVICES SOLD, OFFERED FOR SALE OR ADVERTISED, OR
  - c. INCORRECT DESCRIPTION OR MISTAKE IN ADVERTISED PRICE OF GOODS, PRODUCTS OR SERVICES SOLD, OFFERED FOR SALE OR ADVERTISED:

PAGE 2 OF 16

- 6. WITH RESPECT TO ADVERTISING INJURY
  - a. TO ANY INSURED IN THE BUSINESS OF ADVERTISING, BROADCASTING, PUBLISHING OR TELECASTING. OR
  - TO ANY INJURY ARISING OUT OF ANY ACT COMMITTED BY THE NAMED INSURED WITH ACTUAL MALICE;
- 7. TO BODILY INJURY OR PROPERTY DAMAGE DUE TO WAR, WHETHER OR NOT DECLARED, CIVIL WAR, INSURRECTION, REBELLION OR REVOLUTION OR TO ANY ACT OR CONDITION INCIDENT TO ANY OF THE FOREGOING, WITH RESPECT TO
  - a. LIABILITY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT. OR
  - b. EXPENSES FOR FIRST AID UNDER THE SUPPLEMENTARY PAYMENTS PROVISION:
- 8. TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS
  HIS INSURER MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION,
  UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER
  ANY SIMILAR LAW;
- 9. TO BODILY INJURY TO ANY EMPLOYEE OF THE INSURED ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT BY THE INSURED OR TO ANY OBLIGATION OF THE INSURED TO INDEMNIFY ANOTHER BECAUSE OF DAMAGES ARISING OUT OF SUCH INJURY; BUT THIS EXCLUSION DOES NOT APPLY TO LIABILITY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT;
- 10. TO PROPERTY DAMAGE TO PROPERTY OWNED BY THE INSURED;
- 11. TO LOSS OF USE OF TANGIBLE PROPERTY WHICH HAS NOT BEEN PHYSICALLY INJURED OR DESTROYED RESULTING FROM
  - a. A DELAY IN OR LACK OF PERFORMANCE BY OR ON BEHALF OF THE NAMED INSURED OF ANY CONTRACT OR AGREEMENT, OR
  - b. THE FAILURE OF THE NAMED INSURED'S PRODUCTS OR WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED TO MEET THE LEVEL OF PERFORMANCE, QUALITY, FITNESS OR DURABILITY WARRANTED OR REPRESENTED BY THE NAMED INSURED;

BUT THIS EXCLUSION DOES NOT APPLY TO LOSS OF USE OF OTHER TANGIBLE PROPERTY RESULTING FROM THE SUDDEN AND ACCIDENTAL PHYSICAL INJURY TO OR DESTRUCTION OF THE NAMED INSURED'S PRODUCTS OR WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED AFTER SUCH PRODUCTS OR WORK HAVE BEEN PUT TO USE BY ANY PERSON OR ORGANIZATION OTHER THAN AN INSURED;

PAGE 3 OF 16

- 12. TO PROPERTY DAMAGE TO THE NAMED INSURED'S PRODUCTS ARISING OUT OF SUCH PRODUCTS OR ANY PART OF SUCH PRODUCTS; BUT, THIS EXCLUSION SHALL APPLY ONLY TO THAT PARTICULAR PART OF THE PRODUCT OUT OF WHICH DAMAGES ARISE:
- 13. TO PROPERTY DAMAGE TO WORK PERFORMED BY THE NAMED INSURED ARISING OUT OF THE WORK OR ANY PORTION THEREOF, OR OUT OF MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION THEREWITH; BUT THIS EXCLUSION SHALL APPLY ONLY TO THAT PARTICULAR PART OF WORK OR PROPERTY OUT OF WHICH DAMAGES ARISE;
- 14. TO DAMAGES CLAIMED FOR THE WITHDRAWAL, INSPECTION, REPAIR, REPLACEMENT, OR LOSS OF USE OF THE NAMED INSURED'S PRODUCTS OR WORK COMPLETED BY OR FOR THE NAMED INSURED OR IF ANY SUCH PRODUCTS, WORK OR PROPERTY ARE WITHDRAWN FROM THE MARKET OR FROM USE BECAUSE OF ANY KNOWN OR SUSPECTED DEFECT OR DEFICIENCY THEREIN;
- 15. TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER; BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL:
- 16. TO MARINE OCCURRENCES COVERED BY ANY POLICY WHICH PROVIDES MARINE COVERAGES TO ANY INSURED; BUT THIS EXCLUSION APPLIES ONLY TO THE EXTENT THAT MARINE INSURANCE IS AVAILABLE TO THE NAMED INSURED.

## II. PERSONS INSURED

EACH OF THE FOLLOWING IS AN INSURED UNDER THIS INSURANCE TO THE EXTENT SET FORTH BELOW:

- A. EXCEPT WITH RESPECT TO THE OWNERSHIP, MAINTENANCE, OR USE INCLUDING LOADING OR UNLOADING OF ANY AUTOMOBILE
  - 1. IF THE NAMED INSURED IS A PARTNERSHIP OR JOINT VENTURE, THE PARTNERSHIP OR JOINT VENTURE SO DESIGNATED AND ANY PARTNER OR MEMBER THEREOF, BUT ONLY WITH RESPECT TO HIS LIABILITY AS SUCH;
  - 2. IF THE NAMED INSURED IS A PARTNERSHIP, THE SPOUSE OF A PARTNER BUT ONLY WITH RESPECT TO THE CONDUCT OF THE BUSINESS OF THE NAMED INSURED;
  - 3. IF THE NAMED INSURED IS AN INDIVIDUAL, THE PERSON SO DESIGNATED BUT ONLY WITH RESPECT TO THE CONDUCT OF A BUSINESS OF WHICH HE IS THE SOLE PROPRIETOR, AND THE SPOUSE OF THE NAMED INSURED WITH RESPECT TO THE CONDUCT OF SUCH A BUSINESS;

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- 4. IF THE NAMED INSURED IS OTHER THAN AN INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE, THE ORGANIZATION SO DESIGNATED:
- 5. ANY PERSON (OTHER THAN AN EMPLOYEE OF THE NAMED INSURED) OR ORGANIZATION WHILE ACTING AS REAL ESTATE MANAGER FOR THE NAMED INSURED.

THIS INSURANCE DOES NOT APPLY TO BODILY INJURY, PERSONAL INJURY, ADVERTISING INJURY OR PROPERTY DAMAGE ARISING OUT OF THE CONDUCT OF ANY PARTNERSHIP OR JOINT VENTURE OF WHICH THE INSURED IS A PARTNER OR MEMBER AND WHICH IS NOT DESIGNATED IN THE POLICY AS A NAMED INSURED.

- B. WITH RESPECT TO THE OWNERSHIP, MAINTENANCE, OR USE INCLUDING LOADING OR UNLOADING OF ANY AUTOMOBILE,
  - THE NAMED INSURED;
  - 2. ANY OTHER PERSON WHILE USING AN AUTOMOBILE OWNED, HIRED OR BORROWED BY THE NAMED INSURED WITH THE PERMISSION OF THE NAMED INSURED, EXCEPT NONE OF THE FOLLOWING IS AN INSURED:
    - a. THE OWNER OF AN AUTOMOBILE THE NAMED INSURED HIRES OR BORROWS FROM AN EMPLOYEE OF THE NAMED INSURED OR A MEMBER OF HIS OR HER HOUSEHOLD:
    - b. ANY PERSON WHILE EMPLOYED IN OR OTHERWISE ENGAGED IN DUTIES IN CONNECTION WITH AN AUTOMOBILE BUSINESS, OTHER THAN AN AUTOMOBILE BUSINESS OPERATED BY THE NAMED INSURED;
    - ANY PERSON OTHER THAN AN EMPLOYEE OF THE NAMED INSURED, A LESSEE OR BORROWER OR ANY OF THEIR EMPLOYEES, WHILE MOVING PROPERTY TO OR FROM AN AUTOMOBILE:
  - 3. ANY OTHER PERSON OR ORGANIZATION BUT ONLY WITH RESPECT TO HIS OR ITS LIABILITY BECAUSE OF THE CONDUCT OF AN INSURED UNDER 1 OR 2 ABOVE. THE OWNER OR ANY OTHER PERSON FROM WHOM THE NAMED INSURED HIRES OR BORROWS AN AUTOMOBILE IS AN INSURED ONLY IF THE AUTOMOBILE IS A TRAILER CONNECTED TO AN AUTOMOBILE OWNED BY THE NAMED INSURED.

#### III. ADDITIONAL PERSONS INSURED

A. ANY EMPLOYEE OF THE NAMED INSURED WHILE ACTING ON BEHALF OF THE NAMED INSURED IS AN INSURED. SUBJECT TO THE FOLLOWING:

IF CLAIM IS MADE OR SUIT IS FILED AGAINST THE NAMED INSURED AND AN EMPLOYEE, THE NAMED INSURED SHALL NOTIFY THE COMPANY IN WRITING THAT THE EMPLOYEE IS COVERED AS AN ADDITIONAL INSURED.

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B. ANY PERSON, CORPORATION, MUNICIPALITY, OR OTHER LEGAL ENTITY TO WHOM THE NAMED INSURED IS OBLIGATED BY CONTRACT TO PROVIDE INSURANCE, OR WHICH IT MAY AGREE TO INSURE, IS AN ADDITIONAL INSURED.

#### IV. LIMITS OF LIABILITY

REGARDLESS OF THE NUMBER OF (1) INSUREDS UNDER THIS POLICY, (2) PERSONS OR ORGANIZATIONS WHO SUSTAIN BODILY INJURY, PERSONAL INJURY, ADVERTISING INJURY OR PROPERTY DAMAGE, (3) CLAIMS MADE OR SUITS BROUGHT ON ACCOUNT OF BODILY INJURY, PERSONAL INJURY, ADVERTISING INJURY, OR PROPERTY DAMAGE, OR (4) AUTOMOBILES TO WHICH THIS POLICY APPLIES, THE COMPANY'S LIABILITY IS LIMITED AS FOLLOWS:

## A. BODILY INJURY AND PROPERTY DAMAGE

- THE LIMIT OF LIABILITY STATED IN THE DECLARATIONS AS APPLICABLE
  TO "EACH OCCURRENCE" IS THE TOTAL LIMIT OF THE COMPANY'S LIABILITY
  FOR ALL DAMAGES BECAUSE OF BODILY INJURY AND PROPERTY DAMAGE
  SUSTAINED BY ONE OR MORE PERSONS OR ORGANIZATIONS AS THE RESULT
  OF ANY ONE OCCURRENCE, PROVIDED THAT WITH RESPECT TO ANY ONE
  OCCURRENCE FOR WHICH NOTICE OF THIS POLICY IS GIVEN IN LIEU
  OF SECURITY OR WHEN THIS POLICY IS CERTIFIED AS PROOF OF FINANCIAL
  SECURITY OR WHEN THIS POLICY IS CERTIFIED AS PROOF OF FINANCIAL
  RESPONSIBILITY UNDER THE PROVISIONS OF THE MOTOR VEHICLE FINANCIAL
  RESPONSIBILITY LAW OF ANY STATE OR PROVINCE, SUCH LIMIT OF
  LIABILITY SHALL BE APPLIED TO PROVIDE SEPARATE LIMITS REQUIRED
  BY SUCH LAW FOR BODILY INJURY LIABILITY AND FOR PROPERTY DAMAGE
  LIABILITY TO THE EXTENT OF THE COVERAGE REQUIRED BY SUCH LAW,
  BUT THE SEPARATE APPLICATION OF SUCH LIMITS SHALL NOT INCREASE
  THE TOTAL LIMIT OF THE COMPANY'S LIABILITY.
- 2. SUBJECT TO THE ABOVE PROVISION RESPECTING "EACH OCCURRENCE", THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES BECAUSE OF ALL BODILY INJURY OR PROPERTY DAMAGE TO WHICH THESE COVERAGES APPLY AND DESCRIBED IN ANY OF THE SUBPARAGRAPHS BELOW SHALL NOT EXCEED THE LIMIT OF LIABILITY STATED IN THE DECLARATIONS AS "AGGREGATE":
  - a. ALL PROPERTY DAMAGE ARISING OUT OF PREMISES OR OPERATIONS OR CONTRACTORS' EQUIPMENT BUT EXCLUDING PROPERTY DAMAGE INCLUDED IN SUBPARAGRAPH (c) BELOW;
  - ALL PROPERTY DAMAGE INCLUDED WITHIN CONTRACTUAL LIABILITY;
  - c. ALL PROPERTY DAMAGE ARISING OUT OF AND OCCURRING
    IN THE COURSE OF OPERATIONS PERFORMED FOR THE NAMED
    INSURED BY INDEPENDENT CONTRACTORS AND GENERAL SUPERVISION
    THEREOF BY THE NAMED INSURED, BUT THIS SUBPARAGRAPH
    (c) DOES NOT INCLUDE PROPERTY DAMAGE ARISING OUT
    OF MAINTENANCE OR REPAIRS AT PREMISES OWNED BY OR
    RENTED TO THE NAMED INSURED OR STRUCTURAL ALTERATIONS
    AT SUCH PREMISES WHICH DO NOT INVOLVE CHANGING THE
    SIZE OF OR MOVING BUILDINGS OR OTHER STRUCTURES;

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d. ALL BODILY INJURY AND PROPERTY DAMAGE INCLUDED WITHIN THE PRODUCTS HAZARD AND ALL BODILY INJURY OR PROPERTY DAMAGE INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARD:

SUCH AGGREGATE LIMIT SHALL APPLY SEPARATELY AS RESPECTS SUBPARAGRAPHS (a), (b), (c) AND (d) ABOVE AND UNDER SUBPARAGRAPHS (a), (b) AND (c) SEPARATELY WITH RESPECT TO EACH PROJECT AWAY FROM PREMISES OWNED BY OR RENTED TO THE NAMED INSURED;

3. FOR THE PURPOSE OF DETERMINING THE LIMIT OF THE COMPANY'S LIABILITY, ALL BODILY INJURY AND PROPERTY DAMAGE ARISING OUT OF CONTINUOUS OR REPEATED EXPOSURE TO SUBSTANTIALLY THE SAME GENERAL CONDITIONS SHALL BE CONSIDERED AS ARISING OUT OF ONE OCCURRENCE:

## B. PERSONAL INJURY

REGARDLESS OF THE NUMBER OF (1) INSUREDS HEREUNDER, (2) PERSONS OR ORGANIZATIONS WHO SUSTAIN INJURY OR DAMAGE, OR (3) CLAIMS MADE OR SUITS BROUGHT ON ACCOUNT OF PERSONAL INJURY OR ADVERTISING INJURY, THE TOTAL LIMIT OF THE COMPANY'S LIABILITY UNDER THIS COVERAGE FOR ALL DAMAGES SHALL NOT EXCEED THE LIMIT OF LIABILITY STATED IN THIS POLICY AS "AGGREGATE";

- C. EXCEPT WITH RESPECT TO THE LIMITS OF THE COMPANY'S LIABILITY,
  THE INSURANCE AFFORDED APPLIES SEPARATELY TO EACH INSURED AGAINST
  WHOM CLAIM IS MADE OR SUIT IS BROUGHT INCLUDING CLAIMS MADE
  OR SUITS BROUGHT BY ANY PERSONS INCLUDED WITHIN THE PERSON
  INSURED PROVISION OF THE INSURANCE AGAINST ANY OTHER SUCH PERSONS;
- D. WHILE AN AUTOMOBILE IS AWAY FROM THE STATE WHERE IT IS LICENSED, THE COMPANY WILL:
  - 1. INCREASE THE LIMITS OF LIABILITY ON THIS POLICY TO MEET
    THOSE SPECIFIED BY A COMPULSORY OR FINANCIAL RESPONSIBILITY
    LAW IN THE JURISDICTION WHERE THE AUTOMOBILE IS BEING
    USED, AND
  - 2. PROVIDE THE MINIMUM AMOUNTS AND TYPES OF OTHER COVERAGES SUCH AS "NO-FAULT", REQUIRED OF OUT-OF-STATE AUTOMOBILES BY THE JURISDICTION WHERE THE AUTOMOBILE IS BEING USED.

## V. POLICY PERIOD, TERRITORY

THIS INSURANCE APPLIES ONLY TO:

- A. BODILY INJURY OR PROPERTY DAMAGE WHICH OCCURS DURING THE POLICY PERIOD WITHIN THE POLICY TERRITORY. OR
- B. PERSONAL INJURY OR ADVERTISING INJURY IF THE OFFENSE IS COMMITTED DURING THE POLICY PERIOD WITHIN THE POLICY TERRITORY.

WITH RESPECT TO ANY CLAIM MADE OR SUIT INSTITUTED OUTSIDE THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, CANADA OR PUERTO RICO:

- A. THE INSURED SHALL UNDERTAKE THE INVESTIGATIONS, SETTLEMENT AND DEFENSE OF SUCH CLAIMS OR SUITS AND KEEP THE COMPANY ADVISED OF ALL SUCH PROCEEDINGS AND ACTIONS, AND
- B. THE COMPANY'S OBLIGATION UNDER THIS POLICY SHALL BE LIMITED TO INDEMNIFICATION OF THE INSURED AS RESPECTS DAMAGES AND EXPENSES, INCLUDING DEFENSE.

#### VI. DEFINITIONS

WHEN USED IN THIS POLICY (INCLUDING ENDORSEMENTS FORMING A PART HEREOF):

- A. "ADVERTISING INJURY" MEANS INJURY ARISING OUT OF AN OFFENSE COMMITTED DURING THE POLICY PERIOD OCCURRING IN THE COURSE OF THE NAMED INSURED'S ADVERTISING ACTIVITIES, IF SUCH INJURY ARISES OUT OF LIBEL, SLANDER, PLAGIARISM, DEFAMATION, MISAPPROPRIATION OF CONTRACT, VIOLATION OF RIGHT OF PRIVACY, PIRACY, UNFAIR COMPETITION, OR INFRINGEMENT OF COPYRIGHT, TITLE OR SLOGAN;
- B. "ALLOCATED LOSS EXPENSE" MEANS PAYMENTS FOR EXPENSE DEFINITELY CHARGE-ABLE TO A SPECIFIC CLAIM INVOLVING LITIGATION OR POSSIBLE LITIGATION OTHER THAN THE COMPANY'S OFFICE EXPENSES AND PAYMENTS OF THE COMPANY'S SALARIED EMPLOYEES AND THE FEES AND EXPENSES OF THE INDEPENDENT ADJUSTERS AND OTHER INVESTIGATORS.
- C. "AUTOMOBILE" MEANS A LAND MOTOR VEHICLE, TRAILER OR SEMI-TRAILER.
- D. "BODILY INJURY" MEANS, BUT NOT BY WAY OF LIMITATION, BODILY INJURY, MENTAL INJURY, MENTAL ANGUISH, SHOCK, FRIGHT, OR ANY AGGRAVATION THEREOF, SICKNESS, DISEASE, ASSAULT AND BATTERY COMMITTED BY OR AT THE DIRECTION OF THE INSURED IN ORDER TO DEFEND PERSONS OR PROPERTY, INCIDENTAL MEDICAL MALPRACTICE, DISABILITY, LOSS OF SERVICES, CARE AND EXPENSE THEREOF, WHICH OCCURS DURING THE POLICY PERIOD, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM;

"COMPLETED OPERATIONS HAZARD" INCLUDES BODILY INJURY AND PROPERTY DAMAGE ARISING OUT OF OPERATIONS OR RELIANCE UPON A REPRESENTATION OR WARRANTY MADE AT ANY TIME WITH RESPECT THERETO, BUT ONLY IF THE BODILY INJURY OR PROPERTY DAMAGE OCCURS AFTER SUCH OPERATIONS HAVE BEEN COMPLETED OR ABANDONED AND OCCURS AWAY FROM PREMISES OWNED BY OR RENTED TO THE NAMED INSURED. "OPERATIONS" INCLUDE MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION THEREWITH. OPERATIONS SHALL BE DEEMED COMPLETED AT THE EARLIEST OF THE FOLLOWING TIMES:

- 1. WHEN ALL OPERATIONS TO BE PERFORMED BY OR ON BEHALF OF THE NAMED INSURED UNDER THE CONTRACT HAVE BEEN COMPLETED.
- 2. WHEN ALL OPERATIONS TO BE PERFORMED BY OR ON BEHALF OF THE NAMED INSURED AT THE SITE OF THE OPERATIONS HAVE BEEN COMPLETED, OR

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3. WHEN THE PORTION OF THE WORK OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS PART OF THE SAME PROJECT.

OPERATIONS WHICH MAY REQUIRE FURTHER SERVICE OR MAINTENANCE WORK, OR CORRECTION, REPAIR OR REPLACEMENT BECAUSE OF ANY DEFECT OR DEFICIENCY, BUT WHICH ARE OTHERWISE COMPLETE, SHALL BE DEEMED COMPLETED.

THE COMPLETED OPERATIONS HAZARD DOES NOT INCLUDE BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF

- a. OPERATIONS IN CONNECTION WITH THE TRANSPORTATION OF PROPERTY,
  UNLESS THE BODILY INJURY OR PROPERTY DAMAGE ARISES OUT OF
  A CONDITION IN OR ON A VEHICLE CREATED BY THE LOADING OR UNLOADING
  THEREOF.
- b. THE EXISTENCE OF TOOLS, UNINSTALLED EQUIPMENT OR ABANDONED OR UNUSED MATERIALS, OR
- OPERATIONS FOR WHICH THE CLASSIFICATION STATED IN THE POLICY OR IN THE COMPANY'S MANUAL SPECIFIES "INCLUDING COMPLETED OPERATIONS":
- F. "COMPANY" MEANS THE AETNA CASUALTY AND SURETY COMPANY, HARTFORD, CONNECTICUT, A STOCK INSURANCE COMPANY;
- G. "CONTRACT" MEANS ANY CONTRACT OR AGREEMENT RELATING TO THE CONDUCT OF THE INSURED'S BUSINESS;
- H. "HIRED AUTOMOBILE" MEANS AN AUTOMOBILE NOT OWNED BY THE NAMED INSURED WHICH IS USED UNDER CONTRACT IN BEHALF OF, OR LOANED TO, THE NAMED INSURED, PROVIDED SUCH AUTOMOBILE IS NOT OWNED OR REGISTERED TO IN THE NAME OF
  - 1. A PARTNER OR EXECUTIVE OFFICER OF THE NAMED INSURED OR
  - 2. AN EMPLOYEE OR AGENT OF THE NAMED INSURED WHO IS GRANTED AN OPERATING ALLOWANCE OF ANY SORT FOR THE USE OF SUCH AUTOMOBILE;
- I. "INCIDENTAL MEDICAL MALPRACTICE INJURY" MEANS INJURY ARISING OUT OF THE RENDERING OF OR FAILURE TO RENDER DURING THE POLICY PERIOD, BY AN INSURED OR INDEMNITEE NOT ENGAGED IN THE BUSINESS OF OCCUPATION OF PROVIDING ANY OF THE SERVICES DESCRIBED, THE FOLLOWING SERVICES:
  - 1. MEDICAL, SURGICAL, DENTAL, X-RAY OR NURSING SERVICE OR FIRST AID OR THE FURNISHING OF FOOD OR BEVERAGES IN CONNECTION THEREWITH; OR
  - 2. THE FURNISHING OR DISPENSING OF DRUGS OR MEDICAL, DENTAL OR SURGICAL SUPPLIES OR APPLIANCES:

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- J. "INSURED" MEANS ANY PERSON OR ORGANIZATION QUALIFYING AS AN INSURED IN THE "PERSONS INSURED" PROVISION OF THE APPLICABLE INSURANCE COVERAGE. THE INSURANCE AFFORDED APPLIES SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT, EXCEPT WITH RESPECT TO THE LIMITS OF THE COMPANY'S LIABILITY;
- K. "NAMED INSURED" MEANS THE ORGANIZATION NAMED IN ENDORSEMENT NO. 1 OF THIS POLICY:
- L. "NAMED INSURED'S PRODUCTS" MEANS GOODS OR PRODUCTS MANUFACTURED, SOLD, HANDLED OR DISTRIBUTED BY THE NAMED INSURED OR BY OTHERS TRADING UNDER ITS NAME, INCLUDING ANY CONTAINER THEREOF (OTHER THAN A VEHICLE), BUT "NAMED INSURED'S PRODUCTS" SHALL NOT INCLUDE A VENDING MACHINE OR ANY PROPERTY OTHER THAN SUCH A CONTAINER, RENTED TO OR LOCATED FOR USE OF OTHERS BUT NOT SOLD:
- M. "NON-OWNED AUTOMOBILE" MEANS AN AUTOMOBILE WHICH IS NEITHER AN OWNED AUTOMOBILE NOR A HIRED AUTOMOBILE;
- N. "OWNED AUTOMOBILE" MEANS AN AUTOMOBILE OWNED BY THE NAMED INSURED;
- O. "OCCURRENCE" MEANS EITHER AN ACCIDENT, HAPPENING, EVENT OR A CONTINUOUS OR REPEATED EXPOSURE TO CONDITIONS WHICH RESULT IN BODILY INJURY OR PROPERTY DAMAGE, NOT INTENDED FROM THE STAND-POINT OF THE NAMED INSURED EXCEPT INTENTIONAL ACTS BY OR AT THE DIRECTION OF THE INSURED TO PROTECT PERSONS OR PROPERTY. ALL EXPOSURE TO SUBSTANTIALLY THE SAME CONDITIONS OR EMANATING FROM EACH INSURED LOCATION SHALL BE DEEMED ONE OCCURRENCE;
- P. "PERSONAL INJURY" MEANS INJURY ARISING OUT OF ONE OR MORE OF THE FOLLOWING OFFENSES:
  - 1. FALSE ARREST, DETENTION, IMPRISONMENT, OR MALICIOUS PROSECUTION;
  - 2. WRONGFUL ENTRY OR EVICTION OR OTHER INVASION OF THE RIGHT OF PRIVATE OCCUPANCY:
  - 3. A PUBLICATION OR UTTERANCE OF A LIBEL OR SLANDER OR OTHER DEFAMATORY OR DISPARAGING MATERIAL OR A PUBLICATION OR UTTERANCE IN VIOLATION OF AN INDIVIDUAL'S RIGHT OF PRIVACY, EXCEPT PUBLICATIONS OR UTTERANCES IN THE COURSE OF OR RELATED TO ADVERTISING, BROADCASTING OR TELECASTING ACTIVITIES CONDUCTED BY OR ON BEHALF OF THE NAMED INSURED;
  - 4. DISCRIMINATION;
  - 5. HUMILIATION.
  - Q. "POLICY TERRITORY" MEANS:
    - 1. THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS, CANADA, PUERTO RICO, OR
    - 2. OFFSHORE AND ON ANY INTERNATIONAL WATERS OR AIRSPACE, OR

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- ANYWHERE IN THE WORLD WITH RESPECT TO DAMAGES BECAUSE OF BODILY INJURY, PERSONAL INJURY, ADVERTISING INJURY OR PROPERTY DAMAGE ARISING OUT OF THE PRODUCTS OR COMPLETED OPERATIONS HAZARDS, OR ARISING OUT OF ACTIVITIES OF PERSONS EMPLOYED TO WORK PRINCIPALLY WITHIN THE TERRITORY DESCRIBED IN PARAGRAPH 1. ABOVE, WHILE OUTSIDE THE POLICY TERRITORY, PROVIDED THE ORIGINAL SUIT FOR DAMAGES IS BROUGHT WITHIN THE TERRITORY DESCRIBED IN PARAGRAPH 1. ABOVE:
- R. "PRIVATE PASSENGER AUTOMOBILE" MEANS A FOUR-WHEEL PRIVATE PASSENGER OR STATION WAGON TYPE AUTOMOBILE:
- S. "PRODUCTS HAZARD" INCLUDES BODILY INJURY AND PROPERTY DAMAGE ARISING OUT OF THE NAMED INSURED'S PRODUCTS OR RELIANCE UPON A REPRESENTATION OR WARRANTY MADE AT ANY TIME WITH RESPECT THERETO, BUT ONLY IF THE BODILY INJURY OR PROPERTY DAMAGE OCCURS AWAY FROM PREMISES OWNED BY OR RENTED TO THE NAMED INSURED AND AFTER PHYSICAL POSSESSION OF SUCH PRODUCTS HAS BEEN RELINQUISHED TO OTHERS;

#### T. "PROPERTY DAMAGE" MEANS:

- 1. PHYSICAL INJURY TO OR DESTRUCTION OF TANGIBLE AND INTANGIBLE PROPERTY WHICH OCCURS DURING THE POLICY PERIOD, INCLUDING THE LOSS OF USE THEREOF AT ANY TIME RESULTING THEREFROM.
- 2. LOSS OF USE OF TANGIBLE AND INTANGIBLE PROPERTY WHICH HAS NOT BEEN PHYSICALLY INJURED OR DESTROYED, OR
- 3. ALL OTHER INDIRECT AND CONSEQUENTIAL DAMAGE FOR WHICH LEGAL LIABILITY EXISTS.

PROVIDED ANY LOSS OF USE IS CAUSED BY AN OCCURRENCE DURING THE POLICY PERIOD;

U. "TRAILER" INCLUDES A SEMI-TRAILER.

#### VII. SUPPLEMENTARY PAYMENTS

THE COMPANY WILL PAY, IN ADDITION TO THE APPLICABLE LIMIT OF LIABILITY:

- A. ALL EXPENSES INCURRED BY THE COMPANY, ALL COSTS TAXED AGAINST THE INSURED IN ANY SUIT DEFENDED BY THE COMPANY AND ALL INTEREST ON THE ENTIRE AMOUNT OF ANY JUDGMENT THEREIN WHICH ACCRUES AFTER ENTRY OF THE JUDGMENT AND BEFORE THE COMPANY HAS PAID OR TENDERED OR DEPOSITED IN COURT THAT PART OF THE JUDGMENT WHICH DOES NOT EXCEED THE LIMIT OF THE COMPANY'S LIABILITY THEREON:
- B. PREMIUMS ON APPEAL BONDS REQUIRED IN ANY SUCH SUIT, PREMIUMS ON BONDS TO RELEASE ATTACHMENTS IN ANY SUCH SUIT FOR AN AMOUNT NOT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY OF THIS POLICY, AND THE COST OF BAIL BONDS REQUIRED OF THE INSURED BECAUSE OF ACCIDENT OR TRAFFIC LAW VIOLATION ARISING OUT OF THE USE OF ANY VEHICLE

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TO WHICH THIS POLICY APPLIES, NOT TO EXCEED \$250 PER BAIL BOND, BUT THE COMPANY SHALL HAVE NO OBLIGATION TO APPLY FOR OR FURNISH ANY SUCH BONDS:

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- C. EXPENSES INCURRED BY THE INSURED FOR FIRST AID TO OTHERS AT THE TIME OF AN ACCIDENT, FOR BODILLY INJURY TO WHICH THIS POLICY APPLIES:
- D. REASONABLE EXPENSE INCURRED BY THE INSURED AT THE COMPANY'S REQUEST IN ASSISTING THE COMPANY IN THE INVESTIGATION OR DEFENSE OF ANY CLAIM OR SUIT, INCLUDING ACTUAL LOSS OF EARNINGS NOT TO EXCEED \$25 PER DAY.

#### VIII. CONDITIONS

#### A. PREMIUMS

- 1. ALL PREMIUMS FOR THIS POLICY SHALL BE COMPUTED IN ACCORDANCE WITH THE COMPANY'S RULES, RATES, RATING PLANS, PREMIUMS AND MINIMUM PREMIUMS APPLICABLE TO THE INSURANCE AFFORDED HEREIN.
- 2. PREMIUM DESIGNATED IN THIS POLICY AS "ADVANCE PREMIUM" IS
  A DEPOSIT PREMIUM ONLY WHICH SHALL BE CREDITED TO THE AMOUNT
  OF THE EARNED PREMIUM DUE AT THE END OF THE POLICY PERIOD.
  AT THE CLOSE OF EACH POLICY PERIOD (OR PART THEREOF TERMINATING
  WITH THE END OF THE POLICY PERIOD) DESIGNATED IN THE DECLARATIONS
  AS THE AUDIT PERIOD THE EARNED PREMIUM SHALL BE COMPUTED FOR
  SUCH PERIOD AND, UPON NOTICE THEREOF TO THE NAMED INSURED,
  SHALL BECOME DUE AND PAYABLE. IF THE TOTAL EARNED PREMIUM
  FOR THE POLICY PERIOD IS LESS THAN THE PREMIUM PREVIOUSLY
  PAID, THE COMPANY SHALL RETURN TO THE NAMED INSURED THE UNEARNED
  PORTION PAID BY THE NAMED INSURED.
- 3. THE NAMED INSURED SHALL MAINTAIN RECORDS OF SUCH INFORMATION AS IS NECESSARY FOR PREMIUM COMPUTATION, AND SHALL SEND COPIES OF SUCH RECORDS TO THE COMPANY AT THE END OF THE POLICY PERIOD AND AT SUCH TIMES DURING THE POLICY PERIOD AS THE COMPANY MAY DIRECT.

#### B. INSPECTION AND AUDIT

- 1. THE COMPANY SHALL BE PERMITTED BUT NOT OBLIGATED TO INSPECT THE NAMED INSURED'S PROPERTY AND OPERATIONS AT ANY TIME. NEITHER THE COMPANY'S RIGHT TO MAKE INSPECTIONS NOR THE MAKING THEREOF NOR ANY REPORT THEREON SHALL CONSTITUTE AN UNDERTAKING ON BEHALF OF OR FOR THE BENEFIT OF THE NAMED INSURED OR OTHERS, TO DETERMINE OR WARRANT THAT SUCH PROPERTY OR OPERATIONS ARE SAFE OR HEALTHFUL, OR ARE IN COMPLIANCE WITH ANY LAW, RULE OR REGULATIONS.
- 2. THE COMPANY MAY EXAMINE AND AUDIT THE NAMED INSURED'S BOOKS AND RECORDS AT ANY TIME DURING THE POLICY PERIOD AND EXTENSIONS THEREOF AND WITHIN THREE YEARS AFTER THE FINAL TERMINATION OF THIS POLICY, AS FAR AS THEY RELATE TO THE SUBJECT MATTER OF THIS INSURANCE.

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#### C. FINANCIAL RESPONSIBILITY LAWS

WHEN THIS POLICY IS CERTIFIED AS PROOF OF FINANCIAL RESPONSIBILITY FOR THE FUTURE UNDER THE PROVISIONS OF ANY MOTOR VEHICLE FINANCIAL RESPONSIBILITY LAW, SUCH INSURANCE AS IS AFFORDED BY THIS POLICY FOR BODILY INJURY LIABILITY OR FOR PROPERTY DAMAGE LIABILITY SHALL COMPLY WITH THE PROVISIONS OF SUCH LAW TO THE EXTENT OF THE COVERAGE AND LIMITS OF LIABILITY REQUIRED BY SUCH LAW. THE INSURED AGREES TO REIMBURSE THE COMPANY FOR ANY PAYMENT MADE BY THE COMPANY WHICH IT WOULD NOT HAVE BEEN OBLIGATED TO MAKE UNDER TERMS OF THIS POLICY EXCEPT FOR THE AGREEMENT CONTAINED IN THIS PARAGRAPH.

- D. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE. CLAIM OR SUIT
  - 1. IN THE EVENT OF AN OCCURRENCE, WRITTEN NOTICE CONTAINING PARTICULARS SUFFICIENT TO IDENTIFY THE INSURED AND ALSO REASONABLY OBTAINABLE INFORMATION WITH RESPECT TO THE TIME, PLACE AND CIRCUMSTANCES THEREOF, AND THE NAMES AND ADDRESSES OF THE INJURED AND OF AVAILABLE WITNESSES, SHALL BE GIVEN TO THE COMPANY OR ITS AGENTS AS SOON AS PRACTICABLE AFTER DILLINGHAM CORPORATE RISK MANAGEMENT, BECOMES AWARE OF SUCH OCCURRENCE, CLAIM OR SUIT.
  - 2. IF A CLAIM IS MADE OR SUIT IS BROUGHT AGAINST THE INSURED,
    THE INSURED SHALL IMMEDIATELY FORWARD TO THE COMPANY EVERY
    DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY HIM OR
    HIS REPRESENTATIVE. THE RIGHTS OF THE NAMED INSURED SHALL
    NOT BE PREJUDICED UNDER THIS POLICY IF THERE IS A FAILURE
    TO GIVE NOTICE OF ANY OCCURRENCE WHICH AT THE TIME OF ITS HAPPENING DID NOT APPEAR IN THE OPINION OF DILLINGHAM CORPORATE RISK
    MANAGEMENT TO INVOLVE THIS POLICY, BUT WHICH AT A LATER DATE
    WOULD APPEAR TO GIVE RISE TO CLAIMS THEREUNDER.
  - 3. THE INSURED SHALL COOPERATE WITH THE COMPANY AND, UPON THE COMPANY'S REQUEST, ASSIST IN MAKING SETTLEMENTS, IN THE CONDUCT OF SUITS; AND THE INSURED SHALL ATTEND HEARINGS AND TRIALS AND ASSIST IN SECURING AND GIVING EVIDENCE AND OBTAINING THE ATTENDANCE OF WITNESSES. PAYMENT OR PARTIAL PAYMENT BY THE INSURED SHALL NOT IMPAIR THE INSURED'S RIGHTS UNDER THIS POLICY.

#### E. ACTION AGAINST COMPANY

1. NO ACTION SHALL LIE AGAINST THE COMPANY UNLESS, AS A CONDITION PRECEDENT THERETO, THERE SHALL HAVE BEEN FULL COMPLIANCE WITH ALL OF THE TERMS OF THIS POLICY, NOR UNTIL THE AMOUNT OF THE INSURED'S OBLIGATION TO PAY SHALL HAVE BEEN FINALLY DETERMINED EITHER BY JUDGMENT AGAINST THE INSURED AFTER ACTUAL TRIAL OR BY WRITTEN AGREEMENT OF THE INSURED, THE CLAIMANT AND THE COMPANY.

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2. ANY PERSON OR ORGANIZATION OR THE LEGAL REPRESENTATIVE THEREOF WHO HAS SECURED SUCH JUDGMENT OR WRITTEN AGREEMENT SHALL THEREAFTER BE ENTITLED TO RECOVER UNDER THIS POLICY TO THE EXTENT OF THE INSURANCE AFFORDED BY THIS POLICY. NO PERSON OR ORGANIZATION SHALL HAVE ANY RIGHT UNDER THIS POLICY TO JOIN THE COMPANY AS A PARTY TO ANY ACTION AGAINST THE INSURED TO DETERMINE THE INSURED'S LIABILITY, NOR SHALL THE COMPANY BE IMPLEADED BY THE INSURED OR HIS LEGAL REPRESENTATIVE. BANKRUPTCY OR INSOLVENCY OF THE INSURED OR OF THE INSURED'S ESTATE SHALL NOT RELIEVE THE COMPANY OF ANY OF ITS OBLIGATIONS HEREUNDER.

#### F. OTHER INSURANCE

#### 1. NON-CONTRIBUTION

THIS POLICY DOES NOT CONTRIBUTE WITH OTHER COLLECTIBLE INSUR-ANCE, AND NOTHING HEREIN SHALL BE CONSTRUED TO MAKE THIS POLICY SUBJECT TO THE TERMS, CONDITIONS OR LIMITATIONS OF SUCH OTHER INSURANCE.

#### 2. EXCESS LIMITS

EXCEPT AS RESPECTS OTHER INSURANCE PURCHASED BY THE NAMED INSURED TO APPLY IN EXCESS OF THIS POLICY AND UNLESS THE POLICY IS INTENDED BY OR CONTRACTUALLY REQUIRED OF THE NAMED INSURED TO BE PRIMARY, THIS POLICY IS EXCESS OF OTHER COLLECTIBLE INSURANCE, BUT ONLY SOR THE DIFFERENCE BETWEEN THE LIMITS OF SAID OTHER INSURANCE AND THE LIMITS REQUIRED AS UNDERLYING INSURANCE BY THE NAMED INSURED'S BUMBERSHOOT LIABILITY POLICY.

3. SOLE NEGLIGENCE TOLLINGHAM

IN THE CASE OF SOLE NEGLIGENCE BY AN ENTITY OR PARTY NOT OWNED OR CONTROLLED, BY DILINGHAD CORPORATION, THIS POLICY COVERS DILLINGHAM'S INTEREST ONLY AND IS EXCESS OF AND DOES NOT CONTRIBUTE WITH OTHER COLLECTIBLE INSURANCE OF SUCH ENTITY OR PARTY.

#### 4. MORE SPECIFIC INSURANCE

THIS POLICY PROVIDES DIFFERENCE-IN-CONDITIONS AND IS NOT CONTRIBUTING WITH, OTHER COLLECTIBLE INSURANCE WHICH WAS PURCHASED TO PROVIDE MORE SPECIFIC INSURANCE, EXCEPT SUCH INSURANCE PURCHASED TO APPLY IN EXCESS OF THIS POLICY.

#### 5. <u>DIFFERENCE-IN-CONDITIONS</u>

THIS POLICY SHALL COVER THE NAMED INSURED ON A PRIMARY BASIS FOR DIFFERENCE-IN-CONDITIONS BETWEEN THIS POLICY AND ANY OTHER INSURANCE.

#### G. SUBROGATION

1. IN THE EVENT OF ANY PAYMENT UNDER THIS POLICY, THE COMPANY
SHALL BE SUBROGATED TO ALL THE INSURED'S RIGHTS OF RECOVERY
THEREFORE AGAINST ANY PERSON OR ORGANIZATION AND THE INSURED
SHALL EXECUTE AND DELIVER INSTRUMENTS AND PAPERS AND DO WHATEVER
ELSE IS NECESSARY TO SECURE SUCH RIGHTS. THE INSURED SHALL
DO NOTHING AFTER LOSS TO PREJUDICE SUCH RIGHTS.

2. THE COMPANY SHALL HAVE NO RIGHT OF SUBROGATION AGAINST ANY SUBSIDIARY OR ALLIED COMPANY OWNED OR CONTROLLED BY THE INSURED NOR AGAINST ANY PERSON OR ORGANIZATION IN RESPECT OF WHICH THE INSURED HAS ASSUMED ANY LIABILITY UNDER ANY CONTRACT OR AGREEMENT, NOR AGAINST ANY PERSONS OR ORGANIZATION FOR WHOM THE INSURED HAS PREVIOUSLY AGREED TO WAIVE SUBROGATION RIGHTS.

#### H. CHANGES

NOTICE TO ANY AGENT OR KNOWLEDGE POSSESSED BY ANY AGENT OR BY ANY OTHER PERSON SHALL NOT EFFECT A WAIVER OR A CHANGE IN ANY PART OF THIS POLICY OR STOP THE COMPANY FROM ASSERTING ANY RIGHT UNDER THE TERMS OF THIS POLICY, NOR SHALL THE TERMS OF THIS POLICY BE WAIVED OR CHANGED, EXCEPT BY ENDORSEMENT ISSUED TO FORM A PART OF THIS POLICY.

#### I. ASSIGNMENT

ASSIGNMENT OF INTEREST UNDER THIS POLICY SHALL NOT BIND THE COMPANY UNTIL ITS CONSENT IS ENDORSED HEREON; IF, HOWEVER, THE NAMED INSURED SHALL DIE, SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL APPLY (1) TO THE NAMED INSURED'S LEGAL REPRESENTATIVE, AS THE NAMED INSURED, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF HIS DUTIES AS SUCH, AND (2) WITH RESPECT TO THE PROPERTY OF THE NAMED INSURED, TO THE PERSON HAVING PROPER TEMPORARY CUSTODY THEREOF, AS INSURED, BUT ONLY UNTIL THE APPOINTMENT AND QUALIFICATION OF THE LEGAL REPRESENTATIVE.

#### J. THREE YEAR POLICY

IF THIS POLICY IS ISSUED FOR A PERIOD OF THREE YEARS, ANY LIMIT OF THE COMPANY'S LIABILITY STATED IN THIS POLICY AS "AGGREGATE" SHALL APPLY SEPARATELY TO EACH CONSECUTIVE ANNUAL PERIOD THEREOF.

#### K. CANCELLATION

- THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN NOT LESS THAN THIRTY DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE COMPANY FOR NON-PAYMENT OF PREMIUM ONLY BY MAILING TO THE NAMED INSURED AT THE ADDRESS SHOWN ON THIS POLICY, WRITTEN NOTICE STATING WHEN NOT LESS THAN NINETY DAYS THEREAFTER SUCH CANCELLATION SHALL BE EFFECTIVE. THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE. THE EFFECTIVE DATE OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THE POLICY PERIOD. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING.
- 2. THE COMPANY SHALL MAIL TO THE NAMED INSURED, WRITTEN NOTICE STATING WHEN NOT LESS THAN NINETY DAYS THEREAFTER, NON-RENEWAL OR MATERIAL CHANGES SHALL BE EFFECTIVE.

PAGE 15 OF 16

3. IN THE EVENT OF CANCELLATION, EARNED PREMIUM SHALL BE COMPUTED PRO-RATA. PREMIUM ADJUSTMENT MAY BE MADE EITHER AT TIME CANCELLATION IS EFFECTED OR AS SOON AS PRACTICABLE AFTER CANCELLATION BECOMES EFFECTIVE, BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

#### L. ARBITRATION

WITH RESPECT TO CONTRACTUAL LIABILITY COVERAGE, DILLINGHAM CORPORATE RISK MANAGEMENT SHALL HAVE THE RIGHT TO APPROVE THE COMPANY'S CHOICE OF ARBITRATOR.

#### M. DECLARATIONS

BY ACCEPTANCE OF THIS POLICY, THE NAMED INSURED AGREES THAT THE STATEMENTS IN THE DECLARATIONS ARE HIS AGREEMENTS AND REPRESENTATIONS, THAT THIS POLICY IS ISSUED IN RELIANCE UPON THE TRUTH OF SUCH REPRESENTATIONS AND THAT THIS POLICY EMBODIES ALL AGREEMENTS EXISTING BETWEEN HIMSELF AND THE COMPANY OR ANY OF ITS AGENTS RELATING TO THIS INSURANCE.

#### N. CROSS LIABILITY

THE INCLUSION OF MORE THAN ONE INSURED UNDER THIS POLICY SHALL NOT IN ANY WAY AFFECT THE RIGHTS OF SUCH INSURED EITHER AS RESPECTS ANY CLAIM, DEMAND, SUIT OR JUDGMENT MADE, BROUGHT OR RECOVERED BY, OR IN FAVOR OF ANY OTHER INSURED, OR BY OR IN FAVOR OF ANY EMPLOYEE OF SUCH OTHER INSURED. THIS POLICY SHALL PROTECT EACH INSURED IN THE SAME MANNER AS THOUGH A SEPARATE POLICY HAD BEEN ISSUED TO EACH; BUT NOTHING HEREIN SHALL OPERATE TO INCREASE THE COMPANY'S LIABILITY AS SET FORTH ELSEWHERE IN THIS POLICY.

#### O. CONFLICT OF COVERAGE

IN THE EVENT OF ANY CONFLICT IN TERMS OF THE DECLARATIONS, INSURING AGREEMENTS, EXCLUSIONS, SUPPLEMENTARY PAYMENTS, CONDITIONS AND ENDORSEMENTS, COVERAGE IS TO BE PROVIDED IN ACCORDANCE WITH THE TERMS MOST ADVANTAGEOUS TO THE INSURED.

#### ENDORSEMENT INDEX

ENDT. NO.	FORM NO.	DESCRIPTION
1.	SPECIAL NO. 1	NAMED INSURED
2.	SPECIAL NO. 2	DEDUCTIBLE ENDORSEMENT
3.	SPECIAL NO. 3	EMPLOYEE BENEFITS PROGRAM LIABILITY
J.		INSURANCE
4.	SPECIAL NO. 4	NUCLEAR ENERGY LIABILITY EXCLUSION
		PROFESSIONAL LIABILITY
		USE OF OTHER AUTOMOBILES
7.		OIL & GAS DRILLING & EXPLORATION
,		OPERATIONS - SCALED LIMITS
8.	SPECIAL NO. 8 -	ADDITIONAL INSURED, CITY OF LOS ANGELES,
		DEPARTMENT OF WATER AND POWER, GENERAL
		LIABILITY
9.	SPECIAL NO. 9	ADDITIONAL INSURED, CITY OF LOS ANGELES,
-		DEPARTMENT OF WATER AND POWER, AUTOMOBILE
		LIABILITY
10.	SPECIAL NO. 10	ADDITIONAL INSURED, CITY OF LOS
		ANGELES, DEPARTMENT OF WATER AND POWER,
		CAL CAS IRASE NO. 0886
11.	SPECIAL NO. 11 . AF	ADDITIONAL INSURED, CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER, CAL
	3001110	DEPARTMENT OF WATER AND POWER, CAL
		GAS LEASE NO. 0869
12.	MC 1622b	ENDORSEMENT FOR MOTOR CARRIER POLICIES
		OF INSURANCE FOR PUBLIC LIABILITY UNDER
		SECTIONS 29 AND 30 OF THE MOTOR CARRIER
		ACT OF 1980
13.	MC 1622b	ENDORSEMENT FOR MOTOR CARRIER POLICIES
		OF INSURANCE FOR PUBLIC LIABILITY UNDER
		SECTIONS 29 AND 30 OF THE MOTOR CARRIER
		ACT OF 1980
14.	MC 1622b	ENDORSEMENT FOR MOTOR CARRIER POLICIES
		OF INSURANCE FOR PUBLIC LIABILITY UNDER
		SECTIONS 29 AND 30 OF THE MOTOR CARRIER
		ACT OF 1980
15.	MC 1622b	ENDORSEMENT FOR MOTOR CARRIER POLICIES
		OF INSURANCE FOR PUBLIC LIABILITY UNDER
		SECTIONS 29 AND 30 OF THE MOTOR CARRIER
4.6		ACT OF 1980
16.	MC 1622b	ENDORSEMENT FOR MOTOR CARRIER POLICIES
		OF INSURANCE FOR PUBLIC LIABILITY UNDER
		SECTIONS 29 AND 30 OF THE MOTOR CARRIER
		ACT OF 1980

PAGE 1 OF 2

ENDT. NO.	FORM NO.	<u>DESCRIPTION</u>
17.	MC 1622b	ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980
18.	18111	PERSONAL INJURY PROTECTION ENDORSEMENT (COLORADO)
19.	14653	FLORIDA AUTOMOBILE REPARATIONS REFORM ACT (AMENDATORY ENDORSEMENT)
20.	18186	BASIC PERSONAL INJURY PROTECTION ENDORSEMENT (GEORGIA)
21.	18154	BASIC NO-FAULT ENDORSEMENT STATE OF HAWAII
22.	18048	MICHIGAN PERSONAL INJURY PROTECTION ENDORSEMENT
23.	15131	MICHIGAN PROPERTY PROTECTION INSURANCE
24.	14776	AUTOMOBILE PERSONAL INJURY PROTECTION ENDORSEMENT - OREGON
25.	CC-710	AUTOMOBILE PERSONAL INJURY PROTECTION - OREGON
26.	FORM 241B	PERSONAL INJURY PROTECTION ENDORSEMENT
27.	18075	PERSONAL INJURY PROTECTION ENDORSEMENT - UTAH

PAGE 2 OF 2



Policy No.

05 AL 189, 1 SCA ... Poge No.

Description of Hozards (First Column) — including

1. Location of all premises owned, rented, or controlled by the <u>named insured</u>. 2. Interest of <u>named insured</u> in such premises (Owner, General Lessee or Tenant). 3. Part occupied by the <u>named insured</u>. The absence of any typewritten entry relating to Hazard (A), (B), (C), (D), (E), or (F) indicates no known exposure thereunder.

(B), (C), (D), (E), or (F) indicates no known exposure to The rating classifications stated herein, except as spec		T	PREMIUM	RA	TES	ADVANCI	E PREMIUM
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B. ESCALATORS C. INDEPENDENT CONTRACTORS		3.	Payroll	Per \$100			
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		6.	Receipts	Per \$100			MUM
E. PRODUCTS		7.	Number****	Per land	ing	PRE	MUM
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#### NAMED INSURED

- 1. DILLINGHAM HOLDINGS INC. AND DILLINGHAM CORPORATION, THEIR SUBSIDIARIES, ASSOCIATED AND AFFILIATED COMPANIES, PARTNERSHIPS, SPONSORED
  JOINT VENTURES, ANY INTEREST OF DILLINGHAM ONLY IN NONSPONSORED JOINT
  VENTURES AND ANY COMPANY OR ORGANIZATION COMING UNDER THE INTEREST
  OR CONTROL OR ACTIVE MANAGEMENT OF ANY OF THEM, AND ANY ENTITY OR
  PARTY REQUIRED TO BE INSURED UNDER ANY CONTRACT OR AGREEMENT OR WHICH
  THEY MAY AGREE TO INSURE AS NOW OR HEREAFTER CONSTITUTED.
- 2. OFFICERS, DIRECTORS, BOARD ADVISORS, PARTNERS AND STOCKHOLDERS WHILE ACTING ON BEHALF OF THE NAMED INSURED
- 3. CORPORATE OFFICERS ACTING IN VOLUNTEER CAPACITIES WITH OUTSIDE ORGANIZATIONS, PROVIDED THAT THESE ACTIVITIES ARE CONDUCTED WITH THE SUPPORT AND/OR ENCOURAGEMENT OF THE NAMED INSURED.

SPECIAL NO. 1

ENDORSEMENT NO. 1 PAGE 1 OF 1



AUTOMOBILE SCH' TULE

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**Confidential Business Information** 

#### DEDUCTIBLE ENDORSEMENT

IT IS AGREED THAT THE INSURANCE APPLIES SUBJECT TO THE FOLLOWING ADDITIONAL PROVISIONS:

I. THE COMPANY'S OBLIGATION UNDER THIS POLICY TO PAY, ON BEHALF OF THE INSURED, DAMAGES AND EXPENSES INCURRED UNDER THE SUPPLEMENTARY PAYMENTS PROVISIONS (OTHER THAN SALARIES OF THE COMPANY'S EMPLOYEES) APPLIES ONLY TO THE AMOUNT OF DAMAGES AND EXPENSES IN EXCESS OF THE DEDUCTIBLE AMOUNTS STATED BELOW:

\$ 250,000 EACH OCCURRENCE SEE BELOW AGGREGATE

- II. THE DEDUCTIBLE AMOUNTS APPLY AS FOLLOWS:
  - A. THE DEDUCTIBLE AMOUNT STATED AS APPLICABLE TO "EACH OCCURRENCE" APPLIES TO ALL DAMAGES INSURED UNDER THIS POLICY AND ALL PAYMENTS MADE UNDER THE SUPPLEMENTARY PAYMENTS PROVISIONS (OTHER THAN SALARIES OF THE COMPANY'S EMPLOYEES) SUSTAINED AS THE RESULT OF ANY ONE OCCURRENCE.
  - B. THE TOTAL DEDUCTIBLE AMOUNT APPLICABLE TO ALL DAMAGES INSURED UNDER THIS POLICY AND ALL PAYMENTS MADE UNDER THE SUPPLEMENTARY PAYMENTS PROVISIONS (OTHER THAN SALARIES OF THE COMPANY'S EMPLOYEES) SHALL NOT EXCEED THE AMOUNT STATED AS AGGREGATE.
  - C. THE COMPANY SHALL BE LIABLE ONLY FOR THE DIFFERENCE
    BETWEEN THE DEDUCTIBLE AMOUNT AND THE LIMITS OF LIABILITY
    STATED IN THE POLICY AND ANY PAYMENT MADE WHICH INCLUDES
    SUCH DEDUCTIBLE AMOUNTS SHALL NOT INCREASE THE COMPANY'S
    LIABILITY WITH RESPECT TO EACH OCCURRENCE AND AGGREGATE.
  - D. THE TERMS OF THE POLICY, INCLUDING THOSE WITH RESPECT TO (A) THE COMPANY'S RIGHTS AND DUTIES WITH RESPECT TO THE DEFENSE OF SUITS AND (B) THE INSURED'S DUTIES IN THE EVENT OF AN OCCURRENCE APPLY IRRESPECTIVE OF THE APPLICATION OF THE DEDUCTIBLE AMOUNT.
  - E. THE COMPANY MAY PAY ANY PART OR ALL OF THE DEDUCTIBLE AMOUNT AND, UPON NOTIFICATION OF THE ACTION TAKEN, THE NAMED INSURED SHALL REIMBURSE THE COMPANY FOR SUCH PART OF THE DEDUCTIBLE AMOUNT AS HAS BEEN PAID BY THE COMPANY.
- III. THE NAMED INSURED SHALL PAY AN ADDITIONAL PREMIUM, WHICH SHALL BE CHARGED TO THE NAMED INSURED EACH TIME THERE IS A REIMBURSEMENT. SUCH PREMIUM SHALL BE CALCUALTED BY APPLYING THE FOLLOWING FACTOR TO EACH REIMBURSEMENT: 5 ON FIRST \$150,000 OF PAID LOSS.

SPECIAL NO. 2

ENDORSEMENT NO. 2
PAGE 1 OF 2

#### IV. AGGREGATE

DILLINGHAM/PACIFIC BASIN WILL RETAIN UP TO A PROGRAM AGGREGATE OF \$6,000,000 FOR THE FIRST \$250,000 OF ANY PAID LOSS ARISING OUT OF PAID LOSSES WITHIN A DEDUCTIBLE, LOSS LIMIT, OR LOSSES PAID BY PACIFIC BASIN INCLUDING ALLOCATED EXPENSES, DURING THE POLICY YEAR.

POLICY YEAR MANHOURS WILL BE THE BASIS OF AGGREGATE ADJUSTMENT. ESTIMATED MANHOURS FOR 5-1-84/85 ARE 14,526,986. AN INCREASE OR DECREASE IN MANHOURS SHALL EXCEED 10% BEFORE ANY ADJUSTMENT TO THE AGGREGATE APPLIES.

ENDORSEMENT NO. 2 PAGE 2 OF 2

#### EMPLOYEE BENEFIT PROGRAM - LIABILITY INSURANCE

THE COMPANY WILL PAY ON BEHALF OF THE INSURED ALL SUMS WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES ON ACCOUNT OF ANY CLAIM MADE AGAINST THE INSURED BY:

- 1. AN EMPLOYEE;
- 2. A FORMER EMPLOYEE;
- 3. THE BENEFICIARIES OR LEGAL REPRESENTATIVES THEREOF;

FOR INJURY CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION IN THE ADMINISTRATION OF EMPLOYEE BENEFIT PROGRAMS.

THE COMPANY SHALL HAVE THE RIGHT AND DUTY TO DEFEND ANY SUIT AGAINST THE INSURED ALLEGING SUCH NEGLIGENT ACT, ERROR OR OMISSION AND SEEKING DAMAGES ON ACCOUNT THEREOF, EVEN IF ANY OF THE ALLEGATIONS OF THE SUIT ARE GROUNDLESS, FALSE OR FRAUDULENT, AND MAY MAKE SUCH INVESTIGATION AND SETTLEMENT OF ANY CLAIM OR SUIT AS IT DEEMS EXPEDIENT BUT THE COMPANY SHALL NOT BE OBLIGATED TO PAY ANY CLAIM OR JUDGMENT OR TO DEFEND ANY SUIT AFTER THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY HAS BEEN EXHAUSTED BY PAYMENT OF JUDGMENTS OR SETTLEMENTS.

THE COMPANY, UNDER THIS INSURANCE, SHALL NOT BE LIABLE FOR MORE THAN THE LIMIT OF LIABILITY SPECIFIED IN THE DECLARATIONS AS APPLICABLE TO "EACH CLAIM" FOR ALL DAMAGES INCURRED ON ACCOUNT OF ANY CLAIM OR SUIT COVERED HEREUNDER; THE LIMIT OF LIABILITY STATED AS "AGGREGATE" IS, SUBJECT TO THE ABOVE PROVISION RESPECTING EACH CLAIM, THE TOTAL LIMIT OF THE COMPANY'S LIABILITY FOR ALL DAMAGES INCURRED ON ACCOUNT OF ALL CLAIMS OR SUITS COVERED HEREUNDER AND OCCURRING DURING EACH CONSECUTIVE ANNUAL PERIOD. THIS INSURANCE APPLIES SEPARATELY TO EACH INSURED AGAINST WHICH CLAIM IS MADE OR SUIT BROUGHT, BUT THE INCLUSION OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE COMPANY'S LIABILITY.

THE COMPANY WILL PAY, IN ADDITION TO THE LIMITS OF LIABILITY:

- 1. ALL EXPENSES INCURRED BY THE COMPANY, ALL COSTS TAXED AGAINST THE INSURED IN ANY SUIT DEFENDED BY THE COMPANY AND ALL INTEREST ON THE ENTIRE AMOUNT OF ANY JUDGMENT THEREIN WHICH ACCRUES AFTER ENTRY OF THE JUDGMENT AND BEFORE THE COMPANY HAS PAID OR TENDERED OR DEPOSITED IN COURT THAT PART OF THE JUDGMENT WHICH DOES NOT EXCEED THE LIMIT OF THE COMPANY'S LIABILITY THEREON:
- 2. PREMIUMS ON APPEAL BONDS REQUIRED IN ANY SUCH SUIT, PREMIUMS ON BONDS TO RELEASE ATTACHMENTS IN ANY SUCH SUIT FOR AN AMOUNT NOT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY AND THE COST OF BAIL BONDS REQUIRED OF THE INSURED BECAUSE OF A CLAIM TO WHICH THIS INSURANCE APPLIES, NOT TO EXCEED \$250 PER BAIL BOND, BUT THE COMPANY SHALL HAVE NO OBLIGATION TO APPLY FOR OR FURNISH ANY SUCH BONDS;
- 3. REASONABLE EXPENSES INCURRED BY THE INSURED AT THE COMPANY'S REQUEST IN ASSISTING THE COMPANY IN THE INVESTIGATION OR DEFENSE OF ANY CLAIM OR SUIT, INCLUDING ACTUAL LOSS OF EARNINGS NOT TO EXCEED \$25 PER DAY.

ENDORSEMENT NO. 3 PAGE 1 OF 3

#### , EXCLUSIONS

#### THIS INSURANCE DOES NOT APPLY:

- 1. TO ANY DISHONEST, FRAUDULENT, CRIMINAL OR MALICIOUS ACT, LIBEL, SLANDER, DISCRIMINATION OR HUMILIATION;
- 2. TO BODILY INJURY TO, SICKNESS, DISEASE OR DEATH, OF ANY PERSON, OR TO INJURY TO OR DESTRUCTION OF ANY TANGIBLE PROPERTY, INCLUDING LOSS OF USE THEREOF:
- 3. TO ANY CLAIM FOR FAILURE OF PERFORMANCE OF CONTRACT BY ANY INSURER;
- 4. TO ANY CLAIM BASED UPON THE INSURED'S FAILURE TO COMPLY WITH ANY LAW CONCERNING WORKERS' COMPENSATION, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY, DISABILITY BENEFITS OR THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 OR ANY SIMILAR LEGISLATION THAT MAY BE ENACTED;
- 5. TO ANY CLAIM BASED UPON:
  - A. FAILURE OF ANY INVESTMENT PLAN TO PERFORM AS REPRESENTED BY AN INSURED;
  - B. ADVICE GIVEN BY AN INSURED TO AN EMPLOYEE TO PARTICIPATE OR NOT TO PARTICIPATE IN INVESTMENT SUBSCRIPTION PLANS;
- 6. TO ANY DAMAGES ARISING OUT OF THE INABILITY OF EMPLOYEE BENEFIT PROGRAMS TO MEET THEIR OBLIGATION DUE TO INSOLVENCY:
- 7. TO FINES, PENALTIES OR TAXES.

#### WHO IS INSURED

THE WORD "INSURED" INCLUDES NOT ONLY THE NAMED INSURED, BUT ALSO ANY PARTNER, EXECUTIVE OFFICER, DIRECTOR, STOCKHOLDER, OR ANY PERSON FOR WHOSE ACTS THE NAMED INSURED IS LEGALLY LIABLE, PROVIDED SUCH PERSON IS AUTHORIZED TO ACT IN THE ADMINISTRATION OF THE INSURED'S EMPLOYEE BENEFIT PROGRAMS.

#### WHEN INSURED

COVERAGE PROVIDED UNDER THIS INSURANCE APPLIES ONLY TO:

1. CLAIMS BROUGHT AGAINST THE INSURED WHILE THIS INSURANCE IS IN EFFECT
FOR ACTS THAT OCCURRED BEFORE THE EFFECTIVE DATE OF THIS INSURANCE PROVIDED
THAT DILLINGHAM CORPORATE RISK MANAGEMENT AT THE EFFECTIVE DATE OF THIS
INSURANCE HAD NO KNOWLEDGE OF OR COULD NOT HAVE REASONABLY FORESEEN
ANY CIRCUMSTANCES WHICH MIGHT RESULT IN A CLAIM OR SUIT;

SPECIAL NO. 3

ENDORSEMENT NO. 3 PAGE 2 OF 3

2. SUCH NEGLIGENT ACTS, ERRORS OR OMISSIONS WHICH OCCUR AFTER THE EFFECTIVE DATE OF THIS INSURANCE AND PRIOR TO ITS TERMINATION AND CONCERNING WHICH DILLINGHAM CORPORATE RISK MANAGEMENT HAS GIVEN WRITTEN NOTICE TO THE COMPANY PRIOR TO TERMINATION OF THIS INSURANCE.

WHAT TO DO WHEN NOTICE OF CLAIM IS RECEIVED

IN THE EVENT OF A CLAIM, NOTICE SHALL BE GIVEN BY OR ON BEHALF OF DILLING-HAM CORPORATE RISK MANAGEMENT TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS. DILLINGHAM CORPORATE RISK MANAGEMENT SHALL UPON RECEIVING INFORMATION AS TO THE ALLEGED NEGLIGENT ACT, ERROR OR OMISSION, GIVE NOTICE TO THE COMPANY OF THE ALLEGATIONS AS TO THE NEGLIGENT ACT, ERROR OR OMISSION AS SOON AS PRACTICABLE. IF SUIT IS BROUGHT, DILLINGHAM CORPORATE RISK MANAGEMENT MUST IMMEDIATELY FORWARD TO THE COMPANY EVERY SUMMONS OR OTHER PROCESS RECEIVED BY THEM.

ENDORSEMENT NO. 3 PAGE 3 OF 3

### NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

- 1. THIS POLICY DOES NOT APPLY:
  - A. UNDER ANY LIABILITY COVERAGE. TO BODILY INJURY OR PROPERTY DAMAGE
    - (1) WITH RESPECT TO WHICH AN INSURED UNDER THIS POLICY IS ALSO AN INSURED UNDER A NUCLEAR ENERGY LIABILITY POLICY ISSUED BY NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION, MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS OR NUCLEAR INSURANCE ASSOCIATION OF CANADA, OR WOULD BE AN INSURED UNDER ANY SUCH POLICY BUT FOR ITS TERMINATION UPON EXHAUSTION OF ITS LIMITS OF LIABILITY; OR
- (2) RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL AND WITH RESPECT TO WHICH (A) ANY PERSON OR ORGANIZATION IS REQUIRED TO MAINTAIN FINANCIAL PROTECTION PURSUANT TO THE ATOMIC ENERGY ACT OF 1954, OR ANY LAW AMENDATORY THEREOF, OR (B) THE INSURED IS, OR HAD THIS POLICY NOT BEEN ISSUED WOULD BE, ENTITLIED TO INDEMNITY FROM THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOF, UNDER ANY AGREEMENT ENTERED INTO BY THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOF, WITH ANY PERSON OR ORGANIZATION;
  - B. UNDER ANY MEDICAL PAYMENTS COVERAGE, OR UNDER ANY SUPPLEMENTARY PAYMENTS PROVISION RELATING TO FIRST AID, TO EXPENSES INCURRED WITH RESPECT TO BODILY INJURY RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL AND ARISING OUT OF THE OPERATION OF A NUCLEAR FACILITY BY ANY PERSON OR ORGANIZATION:
  - C. UNDER ANY LIABILITY COVERAGE, TO BODILY INJURY OR PROPERTY DAMAGE RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL, IF
    - (1) THE NUCLEAR MATERIAL (A) IS AT ANY NUCLEAR FACILITY OWNED BY, OR OPERATED BY OR ON BEHALF OF, AN INSURED OR (B) HAS BEEN DISCHARGED OR DISPERSED THEREFROM:
    - (2) THE NUCLEAR MATERIAL IS CONTAINED IN SPENT FUEL OR WASTE AT ANY TIME POSSESSED, HANDLED, USED, PROCESSED, STORED, TRANSPORTED OR DISPOSED OF BY OR ON BEHALF OF AN INSURED; OR
    - (3) THE BODILY INJURY OR PROPERTY DAMAGE ARISES OUT OF THE FURNISHING BY AN INSURED OF SERVICES, MATERIALS, PARTS OR EQUIPMENT IN CONNECTION WITH THE PLANNING, CONSTRUCTION, MAINTENANCE, OPERATION OR USE OF ANY NUCLEAR FACILITY, BUT IF SUCH FACILITY IS LOCATED WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS OR CANADA, THIS EXCLUSION (3) APPLIES ONLY TO PROPERTY DAMAGE TO SUCH NUCLEAR FACILITY AND ANY PROPERTY THEREAT.

ENDORSEMENT NO. 4
PAGE 1 OF 2

### '.II. AS USED HEREIN:

"HAZARDOUS PROPERTIES" INCLUDE RADIOACTIVE, TOXIC OR EXPLOSIVE PROPERTIES:

"NUCLEAR MATERIAL" MEANS SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL OR BYPRODUCT MATERIAL;

"SOURCE MATERIAL", SPECIAL "NUCLEAR MATERIAL", AND "BYPRODUCT MATERIAL" HAVE THE MEANINGS GIVEN THEM IN THE ATOMIC ENERGY ACT OF 1954 OR IN ANY LAW AMENDATORY THEREOF:

"SPENT FUEL" MEANS ANY FUEL ELEMENT OR FUEL COMPONENT, SOLID OR LIQUID, WHICH HAS BEEN USED OR EXPOSED TO RADIATION IN A NUCLEAR REACTOR:

"WASTE" MEANS ANY WASTE MATERIAL (1) CONTAINING BYPRODUCT MATERIAL AND (2) RESULTING FROM THE OPERATION BY ANY PERSON OR ORGANIZATION OF ANY NUCLEAR FACILITY INCLUDED WITHIN THE DEFINITION OF NUCLEAR FACILITY UNDER PARAGRAPH A. OR B. THEREOF;

#### "NUCLEAR FACILITY" MEANS

- (A) ANY NUCLEAR REACTOR:
- (B) ANY EQUIPMENT OR DEVICE DESIGNED OR USED FOR (1) SEPARATING THE ISOTOPES OF URANIUM OR PLUTONIUM, (2) PROCESSING OR UTILIZING SPENT FUEL, OR (3) HANDLING, PROCESSING OR PACKAGING WASTE:
- (C) ANY EQUIPMENT OR DEVICE USED FOR THE PROCESSING, FABRICATING OR ALLOYING OF SPECIAL NUCLEAR MATERIAL IF AT ANY TIME THE TOTAL AMOUNT OF SUCH MATERIAL IN THE CUSTODY OF THE INSURED AT THE PREMISES WHERE SUCH EQUIPMENT OR DEVICE IS LOCATED CONSISTS OF OR CONTAINS MORE THAN 25 GRAMS OF PLUTONIUM OR URANIUM 233 OR ANY COMBINATION THEREOF, OR MORE THAN 250 GRAMS OF URANIUM 235;
- (D) ANY STRUCTURE, BASIN, EXCAVATION, PREMISES OR PLACE PREPARED OR USED FOR THE STORAGE OR DISPOSAL OF WASTE:

AND INCLUDES THE SITE ON WHICH ANY OF THE FOREGOING IS LOCATED, ALL OPERATIONS CONDUCTED ON SUCH SITE AND ALL PREMISES USED FOR SUCH OPERATIONS;

"NUCLEAR REACTOR" MEANS ANY APPARATUS DESIGNED OR USED TO SUSTAIN NUCLEAR FISSION IN A SELF-SUPPORTING CHAIN REACTION OR TO CONTAIN A CRITICAL MASS OF FISSIONABLE MATERIAL;

"PROPERTY DAMAGE" INCLUDES ALL FORMS OF RADIOACTIVE CONTAMINATION OF PROPERTY.

ENDORSEMENT NO. 4 PAGE 2 OF 2

#### PROFESSIONAL LIABILITY

#### I. INSURING AGREEMENT

THE COMPANY WILL PAY ON BEHALF OF THE INSURED ALL SUMS WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES BY REASON OF AN ACT, ERROR OR OMISSION FOR WHICH THE INSURED F MAY BE HELD LEGALLY LIABLE, PROVIDED ALWAYS THAT:

- A. CLAIM IS FIRST MADE AGAINST THE INSURED AFTER THE EFFECTIVE DATE OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED AND PRIOR TO ITS CANCELLATION DATE BY REASON OF SUCH ACT, ERROR OR OMISSION AND.
- B. THE INSURED'S LEGAL LIABILITY ARISES OUT OF THE PERFORMANCE OF, OR FAILURE TO PERFORM. PROFESSIONAL SERVICES. AND
- C. DILLINGHAM CORPORATE RISK MANAGER, HAD NO KNOWLEDGE OF SUCH ACT, ERROR OR OMISSION AS OF THE EFFECTIVE DATE OF THIS COVERAGE.

#### II. LIMITS OF LIABILITY

THE LIABILITY OF THE COMPANY SHALL NOT EXCEED \$250,000 ULTIMATE NET LOSS FOR EACH SINGLE CLAIM MADE EXCESS OF \$250,000 ULTIMATE NET LOSS ANY ONE CLAIM MADE.

THE INCLUSION HEREIN OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE LIMIT OF THE COMPANY'S LIABILITY OR INSURED'S PRIMARY OBLIGATION FOR EACH SINGLE CLAIM MADE.

#### III. EXCLUSIONS

THE INSURING AGREEMENTS AND ALL PROVISIONS OF THIS ENDORSEMENT SHALL NOT APPLY TO:

- A. BODILY INJURY, SICKNESS, DEATH OR DISEASE TO ANY EMPLOYEE OF THE INSURED ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT BY THE INSURED OR ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSURER MAY BE LIABLE, UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION, EMPLOYER'S LIABILITY, DISABILITY BENEFITS LAW OR ANY SIMILAR LAW, BUT THIS EXCLUSION SHALL NOT APPLY TO ANY CONTRACTUAL OBLIGATIONS ASSUMED BY THE INSURED.
- B. THE INSOLVENCY OR BANKRUPTCY OF THE INSURED OR ANY OTHER PERSON, FIRM OR ORGANIZATION.
- C. THE ADVISING OR, REQUIRING OF, MAINTAINING OF, OR FAILURE TO ADVISE OR REQUIRE, OR MAINTAIN ANY FORM OF INSURANCE, SURETYSHIP OR BOND, FOR THE INSURED, ANY JOINT VENTURE PARTNER, SUBCONTRACTOR OR PROJECT OWNER OR OWNERS PROVIDED THAT THE INSURED HAS ADVISED OR AGREED OR IS REQUIRED TO OBTAIN, ADVISE OR MAINTAIN ANY SUCH INSURANCE, SURETYSHIP OR BOND FOR ANY PARTICULAR CONSTRUCTION PROJECT, JOINT VENTURE OR PARTNERSHIP:

ENDORSEMENT NO. 5 PAGE 1 OF 3

- D. THE OWNERSHIP, MAINTENANCE, OPERATION OR USE, INCLUDING LOADING AND UNLOADING, BY OR ON BEHALF OF THE INSURED, OF WATERCRAFT, AUTOMOBILES, MOTOR VEHICLES, AIRCRAFT OR MOBILE VEHICLES OF ANY KIND;
- E. EXPRESS WARRANTIES OR GUARANTIES THAT PERTAIN TO ESTIMATES OF PROBABLE CONSTRUCTION COSTS OR COST ESTIMATES BEING EXCEEDED:
- F. ANY CLAIMS WHICH ARE COVERED UNDER ANY OTHER COVERAGE OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED:
- G. ANY DISHONEST, FRAUDULENT, CRIMINAL, MALICIOUS OR KNOWINGLY WRONGFUL ACTS, ERRORS OR OMISSIONS COMMITTED BY OR AT THE DIRECTION OF THE NAMED INSURED.

#### IV. DEFINITIONS

- A. "INSURED" MEANS THE NAMED INSURED SO DESIGNATED IN THE DECLARA-TIONS, ANY PRESENT AND FORMER PARTNER, DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF THE NAMED INSURED WHILE ACTING IN THE COURSE OF HIS DUTIES FOR THE NAMED INSURED:
- B. "CLAIM" MEANS A DEMAND FOR MONEY OR SERVICES, INCLUDING THE SERVICE OF SUIT OR INSTITUTION OF ARBITRATION PROCEEDINGS AGAINST THE INSURED:
- C. "SINGLE CLAIM" MEANS TWO OR MORE CLAIMS ARISING OUT OF ONE OR A SERIES OF ACTS, ERRORS OR OMISSIONS OF A SIMILAR TYPE;
- D. "ULTIMATE NET LOSS" MEANS THE TOTAL SUM WHICH THE INSURED BECOMES OBLIGATED TO PAY BY REASON OF MATTERS SET OUT IN INSURING AGREEMENT I, INCLUDING JUDGMENTS AND SETTLEMENTS AND SHALL INCLUDE HOSPITAL, MEDICAL AND FUNERAL CHARGES AND ALL SUMS PAID AS SALARIES, WAGES, COMPENSATION, FEES, CHARGES AND LAW COSTS, PREMIUM ON ATTACHMENT OR APPEAL BONDS, INTEREST, EXPENSES FOR DOCTORS, LAWYERS, NURSES AND INVESTIGATORS AND OTHER PERSONS AND FOR LITIGATION, SETTLEMENT, ADJUSTMENT, AND INVESTIGATION OF CLAIMS AND SUITS WHICH ARE PAID AS A CONSEQUENCE OF ANY CLAIM COVERED HEREUNDER, EXCLUDING, HOWEVER, THE SALARIES OF THE INSURED'S PERMANENT EMPLOYEES AND GENERAL OFFICE OVERHEAD.

#### V. CONDITIONS

THE CONDITIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED APPLY TO THE INSURANCE AFFORDED HEREBY AND THE FOLLOWING ADDITIONAL CONDITIONS ALSO APPLY:

#### DISCOVERY CLAUSE

IF DURING THE PERIOD OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED, THE INSURED BECOMES AWARE OF ANY CIRCUMSTANCES WHICH MAY SUBSEQUENTLY GIVE RISE TO A CLAIM AGAINST THE INSURED BY REASONS OF AN ACT, ERROR OR OMISSION FOR WHICH COVERAGE WOULD BE AFFORDED HEREUNDER, AND DURING THE POLICY FERIOD GIVES WRITTEN NOTICE TO THE UNDERWRITERS OF SUCH CIRCUM-

ENDORSEMENT NO. 5
PAGE 2 OF 3

STANCES, THEN ANY CLAIM THAT MAY SUBSEQUENTLY BE MADE AGAINST THE INSURED ARISING OUT OF SUCH CIRCUMSTANCES SHALL BE DEEMED FOR THE PURPOSES OF THIS INSURANCE TO HAVE BEEN MADE DURING THE POLICY PERIOD.

#### SETTLEMENT

NO CLAIM COVERED UNDER THIS ENDORSEMENT SHALL BE SETTLED WITHOUT THE CONSENT OF THE INSURED.

ENDORSEMENT NO. 5 PAGE 3 OF 3

#### USE OF OTHER AUTOMOBILES

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

#### COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE USE OF OTHER AUTOMOBILES SCHEDULE

THE INSURANCE AFFORDED BECAUSE OF THE NAMING BELOW OF ANY INDIVIDUAL IS ONLY WITH RESPECT TO SUCH OF THE FOLLOWING COVERAGES AS ARE INDICATED BY SPECIFIC PREMIUM CHARGES FOR SUCH INDIVIDUAL.

BODILY PROPERTY AUTOMOBILE INJURY DAMAGE MEDICAL

COLLISION NAME OF INDIVIDUAL LIABILITY LIABILITY PAYMENTS COMPREHENSIVE \$50 DED.

IF ANY INCL. INCL.

IT IS AGREED THAT SUBJECT TO THE PROVISIONS OF THIS ENDORSEMENT AND ALL OF THE PROVISIONS OF THE POLICY NOT EXPRESSLY MODIFIED BY THIS ENDORSEMENT: THE INSURANCE AFFORDED BY THE POLICY UNDER THE BODILY INJURY LIABILITY. PROPERTY DAMAGE LIABILITY AND THE AUTOMOBILE MEDICAL PAYMENTS COVERAGES FOR AN AUTOMOBILE OWNED BY THE NAMED INSURED AND COVERED BY THE POLICY ALSO APPLIES TO THE USE OF ANY OTHER AUTOMOBILE: THE INSURANCE AFFORDED BY THE POLICY UNDER THE COMPREHENSIVE AND COLLISION COVERAGES APPLIES TO LOSS TO ANY AUTOMOBILE OF THE PRIVATE PASSENGER TYPE WHILE IN THE POSSESSION OR CUSTODY OF THE INSURED.

#### PERSONS INSURED

- WITH RESPECT TO THE BODILY INJURY LIABILITY AND THE PROPERTY DAMAGE LIABILITY INSURANCE AFFORDED BY THIS ENDORSEMENT THE PERSONS INSURED PROVISION OF THE POLICY IS REPLACED BY THE FOLLOWING:
  - EXCEPT AS PROVIDED IN PARAGRAPH (2) BELOW, EACH OF THE FOLLOWING IS AN INSURED TO THE EXTENT SET FORTH BELOW:
    - (A) EACH INDIVIDUAL NAMED IN THE SCHEDULE OF THIS ENDORSEMENT AND WHILE RESIDENT OF THE SAME HOUSEHOLD, THE SPOUSE OF SUCH INDIVIDUAL, AND
    - ANY OTHER PERSON OR ORGANIZATION NOT OWNING OR HIRING THE AUTOMOBILE BUT ONLY WITH RESPECT TO HIS OR ITS LIABILITY BECAUSE OF ACTS OR OMISSION OF AN INSURED UNDER (A) ABOVE, PROVIDING
    - (C) IF CLAIM IS MADE OR SUIT IS FILED, THE NAMED INSURED IMME-DIATELY NOTIFIES THE COMPANY IN WRITING THAT SUCH INDIVI-DUAL, PERSON OR ORGANIZATION IS TO BE COVERED.

ENDORSEMENT NO. 6 PAGE 1 OF 3

- (2) NONE OF THE FOLLOWING IS AN INSURED:
  - (A) ANY PERSON WHILE ENGAGED IN BUSINESS OF HIS EMPLOYER WITH RESPECT TO BODILY INJURY TO A FELLOW EMPLOYEE INJURED IN THE COURSE OF HIS EMPLOYMENT:
  - (B) ANY PERSON WHILE EMPLOYED IN OR OTHERWISE ENGAGED IN DUTIES IN CONNECTION WITH A BUSINESS OR OCCUPATION OF SELLING, REPAIRING, SERVICING, STORING OR PARKING AUTOMOBILES:
  - (C) THE EMPLOYER OF ANY INDIVIDUAL NAMED IN THIS ENDORSEMENT OR THE PARTNERSHIP OF WHICH SUCH INDIVIDUAL IS A PARTNER.
- B. THE AUTOMOBILE MEDICAL PAYMENTS INSURANCE AFFORDED BY THIS ENDORSEMENT COVERS THE FOLLOWING PERSONS:

ENDORSEMENT

- (1) THE INDIVIDUAL NAMED IN THIS ENDORSEMET AND WHILE RESIDENTS
  OF THE SAME HOUSEHOLD, HIS SPOUSE AND THE RELATIVES OF EITHER
  WHILE OCCUPYING OR WHILE A PEDESTRIAN THROUGH BEING STRUCK BY
  ANY AUTOMOBILE.
- ANY OTHER PERSON OCCUPYING ANY AUTOMOBILE OPERATED OR OCCUPIED BY THE INDIVIDUAL NAMED IN THIS ENDORSEMENT OR HIS SPOUSE WHILE RESIDENT OF THE SAME HOUSEHOLD OR OPERATED ON THEIR BEHALF BY A PRIVATE CHAUFFEUR OR DOMESTIC SERVANT EMPLOYED BY EITHER OF THEM, PROVIDED THE BODILY INJURY RESULTS FROM SUCH OPERATION OR OCCUPANCY.
- C. COMPREHENSIVE AND COLLISION COVERAGE AFFORDED BY THIS ENDORSEMENT COVERS ONLY THE INDIVIDUAL NAMED IN THIS ENDORSEMENT AND HIS SPOUSE, WHILE A RESIDENT OF THE SAME HOUSEHOLD, AS INSUREDS.

#### 2. EXCLUSIONS

THE INSURANCE AFFORDED BY THIS ENDORSEMENT DOES NOT APPLY:

- A. TO ANY AUTOMOBILE OWNED BY THE INDIVIDUAL NAMED IN THIS ENDORSEMENT, HIS SPOUSE OR ANY RESIDENT OF THE SAME HOUSEHOLD OTHER THAN A PRIVATE CHAUFFEUR OR DOMESTIC SERVANT.
- B. TO ANY AUTOMOBILE USED IN THE BUSINESS OR OCCUPATION OF THE INDIVIDUAL NAMED IN THIS ENDORSEMENT OR HIS SPOUSE BY ANY OTHER PERSON.
- C. UNDER THE AUTOMOBILE MEDICAL PAYMENTS COVERAGE TO BODILY INJURY SUSTAINED BY ANY PERSON WHILE OCCUPYING OR WHILE PEDESTRIAN THROUGH BEING STRUCK BY ANY OF THE FOLLOWING:
  - (1) A VEHICLE OPERATED ON RAIL OR CRAWLER-TREADS:
  - (2) A FARM TYPE TRACTOR OR OTHER EQUIPMENT DESIGNED FOR USE PRINCIPALLY OFF PUBLIC ROADS WHILE NOT ON PUBLIC ROADS:
  - (3) ANY LAND MOTOR VEHICLE OR TRAILER WHILE LOCATED FOR USE AS A RESIDENCE OR PREMISES.

ENDORSEMENT NO. 6 PAGE 2 OF 3

- D. UNDER THE COMPREHENSIVE AND COLLISION COVERAGES TO LOSS ARISING OUT OF THE OPERATION OF AN AUTOMOBILE SALES AGENCY, REPAIR SHOP, SERVICE STATION, STORAGE GARAGE OR PUBLIC PARKING PLACE.
- E. UNDER THE AUTOMOBILE MEDICAL PAYMENTS COVERAGE, TO ANY AUTOMOBILE WHILE USED BY AN INSURED AS A PUBLIC OR LIVERY CONVEYANCE; BUT THIS EXCLUSION DOES NOT APPLY TO BODILY INJURY RESULTING FROM THE INSURED'S OCCUPANCY OF SUCH AUTOMOBILE OTHER THAN AS OPERATOR.
- 3. THE EXCLUSION OF THE POLICY RELATING TO PUBLIC OR LIVERY CONVEYANCES DOES NOT APPLY TO THE BODILY INJURY LIABILITY AFFORDED BY THIS ENDORSEMENT. EXCLUSION (e) OF THE GARAGE LIABILITY COVERAGE DOES NOT APPLY TO THE INSURANCE AFFORDED BY THIS ENDORSEMENT.
- 4. EXCESS INSURANCE.
  - A. THE INSURANCE AFFORDED BY THIS ENDORSEMENT FOR BODILY INJURY LIABILITY AND FOR PROPERTY DAMAGE LIABILITY IS EXCESS OVER ANY OTHER VALID AND COLLECTIBLE INSURANCE, WHETHER PRIMARY, EXCESS OR CONTINGENT, AVAILABLE TO THE INSURED.
  - B. THE INSURANCE AFFORDED BY THIS ENDORSEMENT FOR AUTOMOBILE MEDICAL PAYMENTS SHALL BE EXCESS OVER ANY OTHER VALID AND COLLECTIBLE AUTOMOBILE MEDICAL PAYMENTS OR MEDICAL EXPENSE INSURANCE, WHETHER PRIMARY, EXCESS OR CONTINGENT.
  - C. THE INSURANCE AFFORDED BY THIS ENDORSEMENT FOR COMPREHENSIVE AND COLLISION DOES NOT APPLY TO ANY LOSS COVERED BY ANY OTHER INSURANCE REGARDLESS OF WHETHER SUCH INSURANCE PROTECTS THE INTEREST OF THE INSURED. THE OWNER OF THE AUTOMOBILE OR ANY OTHER PERSON OR ORGANIZATION.

ENDORSEMENT NO. 6 PAGE 3 OF 3

#### OIL & GAS DRILLING & EXPLORATION OPERATIONS - SCALED LIMITS

#### AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY:

- 1. IT IS AGREED THAT AS RESPECTS LIABILITY OF THE INSURED THAT ARISES OUT OF ITS INTEREST IN THE OPERATIONS OR EXISTENCE OF ANY JOINT VENTURE, CO-VENTURE, JOINT LEASE, JOINT OPERATING AGREEMENT OR PARTNERSHIP (HEREIN CALLED "JOINT VENTURE") THE LIMIT OF LIABILITY UNDER THIS POLICY SHALL BE LIMITED TO THE PRODUCT OF:
  - A.) THE PERCENTAGE INTEREST OF THE INSURED IN THE JOINT VENTURE AND
  - B.) THE TOTAL LIMIT OF LIABILITY AFFORDED BY THIS POLICY.

THE INTEREST OF THE NAMED INSURED INCLUDES THOSE INTERESTS THAT THE INSURED HAS AGREED TO INSURE. WHERE THE PERCENTAGE INTERESTS OF THE INSURED IN THE JOINT VENTURE IS NOT SET FORTH IN WRITING, THE PERCENTAGE TO BE APPLIED SHALL BE THAT IMPOSED BY LAW.

IN THE EVENT OF THE INSOLVENCY OF A JOINT VENTURER, THE PROPORTION OF THE PERCENTAGE INTEREST OF THE INSOLVENT PARTY ASSIGNED TO THE INSURED SHALL BE ADDED TO THE PERCENTAGE OF THE INSURED TO DETERMINE THE LIMIT OF LIABILITY. THE SAID PERCENTAGE INTEREST TO BE APPLIED SHALL NOT BE LESS THAN THAT WHICH WOULD BE IMPOSED BY LAW.

2. THE PROVISIONS OF PARAGRAPH 1 ABOVE DO NOT APPLY TO A JOINT VENTURE, CO-VENTURE, JOINT LEASE, JOINT OPERATING AGREEMENT OR PARTNERSHIP IF THE INSURED IS SOLELY LIABLE BY OPERATION OF LAW OR CONTRACT.

ENDORSEMENT NO.7 PAGE 1 OF 1

# COMPREHENSIVE GENERAL LIABILITY ADDITIONAL INSURED ENDORSEMENT DEPARTMENT OF WATER AND POWER CITY OF LOS ANGELES

#### ATTACHMENT TO POLICY NO. 05 AL 189541 SCA

NAME	OF	INSURED:	_	DILL	INGHA	M CONS	TRUC	TION,	INC.	<del></del>			
ADDRE	ess:	Р.	٥.	BOX	1089,	7100	JOHNS	SON DI	RIVE	<del> </del>			
CITY	:	PLEASAN'	ron							STATE	CA	_ ZIP:	94566
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ENDORSEMENT NO. 8
PAGE 1 OF 2
TIC 000385

## COMPREHENSIVE GENERAL LIABILITY ADDITIONAL INSURED ENDORSEMENT DEPARTMENT OF WATER AND POWER CITY OF LOS ANGELES

THE FOLLOWING RELATE TO THE ABOVE COVERAGE:

inclusions:	(X) (X) (X) (X)	PREMISES & OPERATIONS CONTRACTUAL LIABILITY FIRE LEGAL LIABILITY INDEPENDENT CONTRACTO PRODUCTS/COMPLETED OF BROAD FORM PROPERTY E PERSONAL INJURY	ORS PERATIONS DAMAGE	(x) (x) ( ) ( )	UNDERGROUND HAZARD GARAGE KEEPER'S LE OWNED AUTOMOBILES	GAL LIABILITY
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EXTENSIONS/PROV	/ISION	is:				
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		-	AETNA		LTY & SURETY COMPA	NY
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		-	НАБ	TFORE	, CONNECTICUT 061	<u>56</u>
		, (PRINT NA THE AUTHORITY TO BIN AND BY MY EXECUTION F	ND THE ABO	VE-NA		
		(		ILE S	UTHORIZED REPRESENT SIGNATURE OR INITIA PTED)	
EXECUTED AT	SAL	N FRANCISCO , (	CALIFORNIA	<u>.                                    </u>	, 19	
SPECIAL NO. 8					ENDORSEMENT NO. 8 PAGE 2 OF 2	

TIC 000386

#### COMPREHENSIVE AUTOMOBILE LIABILITY ADDITIONAL INSURED ENDORSEMENT DEPARTMENT OF WATER AND POWER CITY OF LOS ANGELES

ATTACHMENT TO POLICY NO. 05 AL 189541 SCA

NAME OF	INSURED:		DILLIN	GHAM C	ONSTRU	CTION	, INC	<u>•</u>	<u> </u>			_
ADDRESS:	P,	0.	BOX 10	89, 71	00 JOH	NSON	DRIVE					_
CITY: _	PLEASANT	ON						STATE:	CA	ZIP:	94566	
MENT IS	TANDING A ATTACHED S FOLLOWS	OR										

- THE CITY OF LOS ANGELES, THE BOARD OF WATER AND POWER COMMISSIONERS OF THE CITY OF LOS ANGELES, THE DEPARTMENT OF WATER AND POWER, AND THEIR OFFICERS, AGENTS AND EMPLOYEES ARE INSUREDS THEREUNDER WITH REGARD TO OPERATIONS PERFORMED BY OR ON BEHALF OF THE NAMED INSURED UNDER THIS CONTRACT.
- SUCH INSURANCE SHALL BE PRIMARY AND NOT CONTRIBUTING WITH ANY OTHER INSUR-ANCE MAINTAINED BY THE ADDITIONAL INSUREDS.
- THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL APPLY SEPARATELY TO 3. EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT, EXCEPT WITH RE-SPECT TO THE LIMITS OF THE COMPANY'S LIABILITY.
- THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL NOT BE SUBJECT TO CANCELLATION, REDUCTION IN COVERAGE OR NON-RENEWAL EXCEPT AFTER WRITTEN NOTICE TO THE CITY ATTORNEY OF THE CITY OF LOS ANGELES BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NOT LESS THAN THIRTY DAYS PRIOR TO THE EFFEC-TIVE DATE THEREOF AND ADDRESSED AS FOLLOWS:

OFFICE OF THE CITY ATTORNEY WATER AND POWER DIVISION CITY OF LOS ANGELES 111 NORTH HOPE STREET LOS ANGELES, CA 90012

5. TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT IS ATTACHED ARE AS FOLLOWS:

TYPE OF COVERAGE	EFFECTIVE DATE OF ENDORSEMENT		POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY
COMPREHENSIVE AUTOMOBILE LIABILITY	5/1/84	05	AL 189541 SCA	5/1/84 <b>~</b> 5/1/87	\$500,000 CS

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TIC 000387

# COMPREHENSIVE AUTOMOBILE LIABILITY ADDITIONAL INSURED ENDORSEMENT DEPARTMENT OF WATER AND POWER CITY OF LOS ANGELES

THE	FOLLOWING	RELATE	ፐር	THE	ABOVE	COVERAGE:
	T OPPOMENG	114444	10	+ + + + + + +		~~

INCLUSIONS:		OWNED AUTOMOBILES NON-OWNED AUTOMOBILE			HIRED AUTOMOBILES LEASED AUTOMOBILES	
EXCLUSIONS:						
EXTENSIONS/PROV	/ISION	is:				
		BLES OR SELF-INSURED				
			AETNA		ALTY & SURETY COMPA	<u>INY</u>
			ADDRESS:	19	51 FARMINGTON AVENU	JE
			НАГ	RTFORI	D, CONNECTICUT 06	156
		, (PRINT ) THE AUTHORITY TO B AND BY MY EXECUTION	IND THE ABO	VE-NA		r of Pany
·				AILE S	UTHORIZED REPRESENT SIGNATURE OR INITIA PTED)	· —
EXECUTED AT	SAI	N FRANCISCO , _	CALIFORNIA	<u>A</u> 01	N, 19	)
SPECIAL NO. 9					ENDORSEMENT NO. 9 PAGE 2 OF 2	

## CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER (TO BE ATTACHED TO EACH POLICY)

TRANSACTION: LEASE NO. 0886 LESSEE: CAL GAS-WEST, INC.

DBA CAL GAS-BISHOP

NOTWITHSTANDING ANY INCONSISTENT STATEMENT IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OR IN ANY ENDORSEMENT NOW OR HEREAFTER ATTACHED THERETO, IT IS AGREED AS FOLLOWS:

- 1. THE CITY OF LOS ANGELES, ITS ABOVE DESIGNATED DEPARTMENT, ITS OFFICERS, AGENTS AND EMPLOYEES ARE HEREBY NAMED AS ADDITIONAL INSUREDS THEREUNDER IN RELATION TO THE ABOVE STATED TRANSACTION:
  - . WHILE ACTING WITHIN THE SCOPE OF THEIR AUTHORITY;
  - . IN THE PERFORMANCE OF ALL OPERATIONS, USES, OCCUPATIONS, ACTS AND ACTIVITIES:
  - REGARDLESS OF WHETHER LIABILITY IS ATTRIBUTABLE TO THE NAMED INSURED AND/OR AN ADDITIONAL INSURED.
- 2. SUCH INSURANCE SHALL BE PRIMARY, AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSUREDS.
- 3. THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL APPLY SEVERALLY AS TO EACH INSURED EXCEPT THAT THE INCLUSION OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE LIMIT OF THE COMPANY'S LIABILITY; THE INCLUSION OF ANY PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED SHALL NOT AFFECT ANY RIGHT WHICH SUCH PERSON OR ORGANIZATION WOULD HAVE AS TO CLAIMANT IF NOT SO INCLUDED.
- 4. THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL NOT BE SUBJECT TO CANCELLATION, REDUCTION IN COVERAGE OR NON-RENEWAL EXCEPT AFTER WRITTEN NOTICE TO THE CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE THEREOF.

MAIL POLICIES, ENDORSEMENTS, AND NOTICES TO:

DEPARTMENT OF WATER AND POWER 873 N. MAIN STREET, SUITE 227 BISHOP, CALIFORNIA 93514

ATTENTION: LAND SECTION

SPECIAL NO. 10

ENDORSEMENT NO. 10 PAGE 1 OF 2

NAMED INSURED: CAL GAS-WEST, INC.

DBA CAL GAS-BISHOP

P.O. BOX 966

BISHOP, CA 93514

TYPE OF COVERAGES EFFECTIVE

TO WHICH THIS ENDORSEMENT ATTACHES	DATE OF ENDORSEMENT	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	INSURANCE COMPANY
GENERAL AND AUTOMOBILE LIABILITY	5/1/84	05 AL 189541 SCA	5/1/84- 5/1/87	\$500,000 COMBINED SINGLE LIMIT	AETNA CASUALTY & SURETY

THE FOLLOWING INCLUSIONS, EXCLUSIONS, EXTENSIONS OR SPECIFIC PROVISIONS RELATE TO THE ABOVE COVERAGE IF OTHER THAN STANDARD.

THERE ARE NO DEDUCTIBLES OR SELF-INSURED RETENTIONS UNLESS OTHERWISE NOTED. (\$250,000 DEDUCTIBLE (OR SELF-INSURED RETENTION) SEPARATELY FOR GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE).

·	
	AETNA CASUALTY & SURETY COMPANY NAME OF INSURANCE COMPANY
·	151 FARMINGTON AVENUE ADDRESS
	HARTFORD, CONNECTICUT 06156 CITY, STATE, ZIP
I,, (PRINT PERJURY, THAT I HAVE THE AUTHORITY TO B TO THIS ENDORSEMENT AND BY MY EXECUTION	
	SIGNATURE OF AUTHORIZED REPRESENTATIVE (NO FACSIMILE SIGNATURE ACCEPTED)
EXECUTED AT <u>SAN FRANCISCO</u> , CALIF	ORNIA ON
SPECIAL NO. 10	ENDORSEMENT NO. 10 PAGE 2 OF 2

## CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER (TO BE ATTACHED TO EACH POLICY)

TRANSACTION: LEASE NO. 0869

LESSEE: CAL GAS-WEST, INC.

DBA CAL GAS-MAMMOTH LAKES

NOTWITHSTANDING ANY INCONSISTENT STATEMENT IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OR IN ANY ENDORSEMENT NOW OR HEREAFTER ATTACHED THERETO, IT IS AGREED AS FOLLOWS:

- 1. THE CITY OF LOS ANGELES, ITS ABOVE DESIGNATED DEPARTMENT, ITS OFFICERS, AGENTS AND EMPLOYEES ARE HEREBY NAMED AS ADDITIONAL INSUREDS THEREUNDER IN RELATION TO THE ABOVE STATED TRANSACTION:
  - WHILE ACTING WITHIN THE SCOPE OF THEIR AUTHORITY;
  - . IN THE PERFORMANCE OF ALL OPERATIONS, USES, OCCUPATIONS, ACTS AND ACTIVITIES:
  - REGARDLESS OF WHETHER LIABILITY IS ATTRIBUTABLE TO THE NAMED INSURED AND/OR AN ADDITIONAL INSURED.
- 2. SUCH INSURANCE SHALL BE PRIMARY, AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSUREDS.
- 3. THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL APPLY SEVERALLY AS TO EACH INSURED EXCEPT THAT THE INCLUSION OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE LIMIT OF THE COMPANY'S LIABILITY; THE INCLUSION OF ANY PERSON OR ORGANIZATION AS AN ADDITIONAL INSURED SHALL NOT AFFECT ANY RIGHT WHICH SUCH PERSON OR ORGANIZATION WOULD HAVE AS TO CLAIMANT IF NOT SO INCLUDED.
- THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED SHALL NOT BE SUBJECT TO CANCELLATION, REDUCTION IN COVERAGE OR NON-RENEWAL EXCEPT AFTER WRITTEN NOTICE TO THE CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE THEREOF.

MAIL POLICIES, ENDORSEMENTS, AND NOTICES TO:

DEPARTMENT OF WATER AND POWER 873 N. MAIN STREET, SUITE 227 BISHOP, CALIFORNIA 93514

ATTENTION: LAND SECTION

SPECIAL NO. 11

ENDORSEMENT NO. 11 PAGE 1 OF 2

NAMED INSURED: CAL GAS-WEST, INC. DBA CAL GAS-MAMMOTH LAKES IVEY SQUARE P.O. BOX 966 MAMMOTH LAKES, CA 93546 EFFECTIVE TYPE OF COVERAGES DATE OF POLICY LIMITS OF INSURANCE POLICY TO WHICH THIS PERIOD LIABILITY COMPANY ENDORSEMENT ATTACHES ENDORSEMENT NUMBER 5/1/84 05 AL 189541 SCA 5/1/84- \$500,000 GENERAL AND AETNA AUTOMOBILE 5/1/87 COMBINED CASUALTY SINGLE & SURETY LIABILITY LIMIT THE FOLLOWING INCLUSIONS, EXCLUSIONS, EXTENSIONS OR SPECIFIC PROVISIONS RELATE TO THE ABOVE COVERAGE IF OTHER THAN STANDARD. THERE ARE NO DEDUCTIBLES OR SELF-INSURED RETENTIONS UNLESS OTHERWISE NOTED. (\$250,000 DEDUCTIBLE (OR SELF-INSURED RETENTION) SEPARATELY FOR GENERAL LIA-BILITY AND AUTOMOBILE LIABILITY COVERAGE). AETNA CASUALTY & SURETY COMPANY NAME OF INSURANCE COMPANY 151 FARMINGTON AVENUE ADDRESS HARTFORD, CONNECTICUT 06156 CITY, STATE, ZIP , (PRINT NAME) HEREBY DECLARE UNDER PENALTY OF PERJURY, THAT I HAVE THE AUTHORITY TO BIND THE ABOVE-NAMED INSURANCE COMPANY TO THIS ENDORSEMENT AND BY MY EXECUTION HEREOF, DO SO BIND SAID COMPANY. SIGNATURE OF AUTHORIZED REPRESENTATIVE

EXECUTED AT SAN FRANCISCO, CALIFORNIA ON ______, 19_____

ENDORSEMENT NO. 11 PAGE 2 OF 2

(NO FACSIMILE SIGNATURE ACCEPTED)

# ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued toDILLINGHAM	CORPORATION	of	WALNUT CR	EEK, CA 94596	
Dated at HARTFORD,	CT 06156	_ this <u>157</u>	day of	MAY	, 19 <u>84</u>
Amending Policy No	05 AL 189541 SCA	Effective Da	te	-1-84	$\longrightarrow$
		intersigned by	1.	Authorized Company Represen	
The policy to which this endo	rsement is attached provides prim	nary or excess in	surance, as indi	cated by "区", for the	limits shown:
☐ This insurance is primary	and the company shall not be lia	able for amounts	s in excess of \$	500,000	for each accident.
<del></del>	and the company shall not be liag limit of \$fo			<u> </u>	for each accident
its endorsements. The compan	reau or the ICC the company agr ny also agrees, upon telephone requ particular date. The telephone nur	iest by an authori	ized representati	ive of the Bureau or the	said policy and all e ICC, to verify that
the other party (said 35 days and (2) if the insured is subj	nent may be effected by the comp notice to commence from the date ject to the ICC's jurisdiction, by a ce is received by the ICC at its off	the notice is ma providing thirty (	ailed, proof of m 30) days notice	ailing shall be sufficie	nt proof of notice),

#### DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss,

damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compet such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

## SCHEDULE OF LIMITS Public Liability

	*Type of Carriage	Commodity Transported	July 1, 1981	July 1, 1983
(1)	For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 500,000	\$ 750,000
(2)	For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, liquefied compressed gas, or compressed gas transported in cargo tanks, portable tanks, or hoppertype vehicles with capacities in excess of 3,500 water gallons; or in bulk (any quantity) Class A or B explosives or poison gas; or large quantity radioactive materials as defined in 49 CFR 173.389.	\$1,000,000	\$5,000,000
(3)	For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 500,000	\$1,000,000
(4)	For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas; or large quantity radioactive materials as defined in 49 CFR 173.389.	\$1,000,000	\$5,000,000

^{*}Note: The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

# ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued toCAL_GAS CORPORATION of WALNUT CREEK, CA 94596
Dated at HARTFORD, CT 06156 this 1ST day of MAY , 19 84
Amending Policy No. 05 AL 189541 SCA Effective Date 5-1-84
Name of Insurance Company  Countersigned by  Authorized Company Representative  The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "\overline{\times}", for the limits shown:  This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident
This insurance is excess and the company shall not be liable for amounts in excess of \$
Whenever required by the Bureau or the ICC the company agrees to furnish the Bureau or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Bureau or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is:
Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice) and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).
DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss,

damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof,

shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

## SCHEDULE OF LIMITS Public Liability

	*Type of Carriage	Commodity Transported	July 1, 1981	July 1, 1983
(1)	For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 500,000	\$ 750,000
(2)	For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, liquefied compressed gas, or compressed gas transported in cargo tanks, portable tanks, or hoppertype vehicles with capacities in excess of 3,500 water gallons; or in bulk (any quantity) Class A or B explosives or poison gas; or large quantity radioactive materials as defined in 49 CFR 173.389.	\$1,000,000	\$5,000,000
(3)	For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 500,000	\$1,000,000
(4)	For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas; or large quantity radioactive materials as defined in 49 CFR 173.389.	\$1,000,000	\$5,000,000

^{*}Note: The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

# ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to	PROPANE TRANSPORT INC.	of	WALNU	T CREEK, CA 9	4596
Dated at	HARTFORD, CT 06156	this1ST	_ day of	MAY	, 19_84
Amending P	Policy No 05 AL 189541 SCA	Effective	Date	5-1-84	
Name of Ins	surance Company <u>AETNA CASUALT</u>	Y & SURETY COMP	1 1	Authorized Compa	ny Representative
The policy t	to which this endorsement is attached provide	des primary or excess	insurance, a	is indicated by "🔀	", for the limits shown:
🔀 This ins	surance is primary and the company shall no	ot be liable for amou	nts in exces	s of \$1,000,	000 for each accident.
	surance is excess and the company shall no			s of \$	for each accident
its endorsen	equired by the Bureau or the ICC the comp nents. The company also agrees, upon telepho s in force as of a particular date. The teleph	one request by an auth	orized repre	sentative of the Bure	
the other pa and (2) if t	n of this endorsement may be effected by the arty (said 35 days notice to commence from the insured is subject to the ICC's jurisdiction the date the notice is received by the ICC a	the date the notice is a on, by providing thirty	mailed, prod (30) days i	f of mailing shall be	e sufficient proof of notice),

## DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss,

damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof,

shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

(Over

ENDORSEMENT NO. 14

## SCHEDULE OF LIMITS Public Liability

	*Type of Carriage Commodity Transported		July 1, 1981	July 1, 1983	
(1)	For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 500,000	\$ 750,000	
(2)	For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, liquefied compressed gas, or compressed gas transported in cargo tanks, portable tanks, or hoppertype vehicles with capacities in excess of 3,500 water gallons; or in bulk (any quantity) Class A or B explosives or poison gas; or large quantity radioactive materials as defined in 49 CFR 173.389.	\$1,000,000	\$5,000,000	
(3)	For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 500,000	\$1,000,000	
(4)	For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas; or large quantity radioactive materials as defined in 49 CFR 173.389.	\$1,000,000	\$5,000,000	

^{*}Note: The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

# ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to PETROLEUM TRANSPORTATION CORP. of WALNUT CREEK, CA 94596	
Dated at HARTFORD, CT 06156 this 1ST day of MAY , 19 8	4
Amending Policy No. 05 AL 189541 SCA Effective Date 5-1-84	
Name of Insurance Company AETNA CASUALTY & SURETY COMPANY	_
Countersigned by Mercel Duf  Authorized Company Representative	_
The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "\sum", for the limits shown:	
$\square$ This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each acciden	ıt.
This insurance is excess and the company shall not be liable for amounts in excess of \$ for each accident.	nt
Whenever required by the Bureau or the ICC the company agrees to furnish the Bureau or the ICC a duplicate of said policy and a its endorsements. The company also agrees, upon telephone request by an authorized representative of the Bureau or the ICC, to verify the policy is in force as of a particular date. The telephone number to call is:	
Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).	:),

## DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss,

damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

## SCHEDULE OF LIMITS Public Liability

	*Type of Carriage	Commodity Transported	July 1, 1981	July 1, 1983
(1)	For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 500,000	\$ 750,000
(2)	For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, liquefied compressed gas, or compressed gas transported in cargo tanks, portable tanks, or hoppertype vehicles with capacities in excess of 3,500 water gallons; or in bulk (any quantity) Class A or B explosives or poison gas; or large quantity radioactive materials as defined in 49 CFR 173.389.	\$1,000,000	\$5,000,000
(3)	For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 500,000	\$1,000,000
(4)	For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas; or large quantity radioactive materials as defined in 49 CFR 173.389.	\$1,000,000	\$5,000,000

^{*}Note: The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

Form MCS - 90 (Rev. 1/31/83)

## **ENDORSEMENT FOR** MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued toNORCO_TRANSPORTATION_EO.	of	WALNUT CREE	K, CA 94596	
Dated at HARTFORD, CT 06156	this <u>15</u> T	day of	MAY	, 19 <u>8</u> 4
Amending Policy No. <u>C5 AL 189541 SCA</u>	Effective	Date	5-1-84	
Name of Insurance Company AETNA CASUALTY		-		
	Countersigned by	muriel.	thorized Company Represer	ntative
The policy to which this endorsement is attached provide	es primary or excess	insurance, as indica	ited by "\overline", for the	imits shown:
This insurance is primary and the company shall not	be liable for amou	nts in excess of \$_	1,000,000	for each accident
☐ This insurance is excess and the company shall not in excess of the underlying limit of \$				for each acciden
Whenever required by the Bureau or the ICC the comparits endorsements. The company also agrees, upon telephore the policy is in force as of a particular date. The telephore	e request by an auth	orized representative		
Cancellation of this endorsement may be effected by the the other party (said 35 days notice to commence from thand (2) if the insured is subject to the ICC's jurisdiction mence from the date the notice is received by the ICC at	le date the notice is n, by providing thirty	mailed, proof of mai (30) days notice to	ling shall be sufficie	nt proof of notice)
DEFINITIONS	AS USED IN THIS E	NDORSEMENT		

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss,

damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof,

shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

ENDORSEMENT NO. 16

TIC 000401

MC1622b (Ed. 1-83) UNIFORM PRINTING & SUPPLY DIV.

## SCHEDULE OF LIMITS Public Liability

	*Type of Carriage	Commodity Transported	July 1, 1981	July 1, 1983
(1)	For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 500,000	\$ 750,000
(2)	For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, liquefied compressed gas, or compressed gas transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk (any quantity) Class A or B explosives or poison gas; or large quantity radioactive materials as defined in 49 CFR 173.389.	\$1,000,000	\$5,000,000
(3)	For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 500,000	\$1,000,000
(4)	For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas; or large quantity radioactive materials as defined in 49 CFR 173.389.	\$1,000,000	\$5,000,000

^{*}Note: The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

# ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to _	FOSS L & T CO.	of WALNU	IT CREEK, CA 94596	
Dated at	HARTFORD, CT 06156	this <u>15T</u> day of _	MAY	, 19
Amending !	Policy No 05 AL 189541 SCA	Effective Date	5-1-84	
Name of In	surance Company <u>AETNA CASUA</u>	_	. (1)	
		Countersigned by	Authorized company Repre	sentative
The policy	to which this endorsement is attached prov	ides primary or excess insurance,	as indicated by "X", for t	he limits shown:
This ins	surance is primary and the company shall i	not be liable for amounts in exce	ss of \$ <u>1,990,899</u>	for each accident.
	surance is excess and the company shall r ss of the underlying limit of \$		ss of \$	for each accident
its endorser	equired by the Bureau or the ICC the comments. The company also agrees, upon telept is in force as of a particular date. The telep	none request by an authorized repr	esentative of the Bureau or I	
the other pa and (2) if t	n of this endorsement may be effected by tarty (said 35 days notice to commence from the insured is subject to the ICC's jurisdic in the date the notice is received by the ICC	the date the notice is mailed, protion, by providing thirty (30) days	of of mailing shall be suffic	ient proof of notice),

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss,

damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage or potential for damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof,

shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compet such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

## SCHEDULE OF LIMITS Public Liability

	*Type of Carriage	Commodity Transported	July 1, 1981	July 1, 1983
(1)	For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 500,000	\$ 750,000
(2)	For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, liquefied compressed gas, or compressed gas transported in cargo tanks, portable tanks, or hoppertype vehicles with capacities in excess of 3,500 water gallons; or in bulk (any quantity) Class A or B explosives or poison gas; or large quantity radioactive materials as defined in 49 CFR 173.389.	\$1,000,000	\$5,000,000
(3)	For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 500,000	\$1,000,000
(4)	For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas; or large quantity radioactive materials as defined in 49 CFR 173.389.	\$1,000,000	\$5,000,000

^{*}Note: The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.



## PERSUNAL ILJURY PROTECTION ENDORSEMEN.

The Company agrees with the named insured, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

### SECTION I

## Personal Injury Protection Coverage

The Company will pay, in accordance with the Colorado Auto Accident Reparations Act, personal injury protection benefits for:

- (a) medical expenses,
- (b) rehabilitation expenses,
- (c) work loss,
- (d) essential services expenses, and
- (e) death compensation

incurred with respect to bodily injury sustained by an eligible injured person caused by an accident arising out of the use or operation of a motor vehicle as a motor vehicle.

#### **Exclusions**

This coverage does not apply:

- (a) to bodily injury sustained by the named insured or any relative as a result of the use or operation of any motor vehicle owned by the named insured which is not an insured motor vehicle;
- (b) to bodily injury sustained by any relative as a result of the use or operation of any motor vehicle, owned by such relative, with respect to which the security required under the Colorado Auto Accident Reparations Act is not in effect;
- (c) to bodily injury sustained by any person
  - 1) caused by his own intentional act; or
  - 2) while operating a motor vehicle as a converter without a good faith belief that he is legally entitled to operate or use such vehicle;
- (d) to **bodily injury** sustained by any person, other than the **named insured** or any **relative**, if the accident occurs outside the State of Colorado;
- (e) to bodily injury sustained by any person while the insured motor vehicle is being operated in any jurisdiction in which, and to the extent that, coverage is afforded by reason of any program, statute, law or administrative regulation through a government agency or publicly financed auto accident reparations plan;
- (f) to bodily injury sustained by any person arising out of the use or operation of a motor vehicle while located for use as a residence or premises;
- (g) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion, or revolution, or to any act or condition incident to any of the foregoing;
- (h) to bodily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- (i) to **bodily injury** sustained by any person, other than the **named insured**, or any **relative**, arising out of conduct occurring within the course of a business of selling, repairing, servicing, storing, parking or otherwise maintaining motor vehicles, unless such conduct occurs off the business premises.

This endorsement forms a part of the policy to which attached.

ENDORSEMENT NO. 18

#### **Definitions**

When used in reference to this coverage:

"bodily injury" means bodily injury, sickness or disease, including death resulting therefrom;

"death compensation" means compensation on account of the death of an "eligible injured person," payable to his estate; "eligible injured person" means

- (a) the named insured or any relative who sustains bodily injury arising out of the use or operation of any motor vehicle;
- (b) any other person who sustains bodily injury while
  - (1) occupying the insured motor vehicle with the consent of the named insured, or
  - (2) a pedestrian if the accident involves the insured motor vehicle:

"essential service expenses" means expenses reasonably incurred during his lifetime for essential services in lieu of those the eligible injured person would have performed without income, but for the bodily injury;

"insured motor vehicle" means a motor vehicle of which the named insured is the owner and with respect to which

- (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the named insured is required to maintain security under the Colorado Auto Accident Reparations Act;

"medical expenses" means all reasonable and necessary expenses incurred for medical, chiropractic, optometric, podiatric, hospital, nursing, x-ray, dental, surgical, ambulance, and prosthetic services, and nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing performed within three years after the date of the accident;

"motor vehicle" means any motor vehicle, including trailers, of a type required to be registered and licensed for operation on the public highways of Colorado or any other jurisdiction;

"named insured" means the person or organization named in the declarations;

"occupying" means in or upon, entering into or alighting from;

"pedestrian" means any person not occupying a motor vehicle or machine operated by a motor or engine;

"rehabilitation expenses" means the reasonable cost of necessary rehabilitation procedures or treatment and reasonable and appropriate rehabilitative occupational training, provided within 5 years after the date of the accident;

"relative" means the spouse or any other person related to the named insured by blood, marriage, or adoption (including a ward or foster child) who is a resident of the same household as the named insured, whether or not temporarily residing elsewhere;

"work loss" means loss of income during his lifetime from work the eligible-injured person would have performed but for the bodily injury.

### Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any **eligible injured person** in any one **motor vehicle** accident is limited as follows:

- medical expenses shall not include rehabilitation expenses and the maximum amount payable therefor shall not exceed twenty-five thousand dollars (\$25,000) less the amount of any applicable deductible set forth in this endorsement or the policy to which it is attached;
- rehabilitation expenses shall not include medical expenses and the maximum amount payable therefor shall not exceed twenty-five thousand dollars (\$25,000);
- the maximum amount payable for work loss is one hundred percent (100%) of the first one hundred twenty-five dollars (\$125)
  of loss of gross income per week (or pro rata for such amounts for a lesser period) and shall be payable only during a period
  commencing the day after the date of the accident, and not exceeding fifty-two weeks (52) from such day;
- the maximum amount payable for essential service expenses shall not exceed fifteen dollars (\$15) per day and shall be payable only during a period commencing the day after the date of the accident, and not exceeding fifty-two weeks from such day;
- 5. the amount payable for death compensation is one thousand dollars (\$1,000);
- 6. any amount payable by the Company under the terms of this coverage shall be reduced by any amount actually provided by any workmen's compensation law within the time period for payment of personal injury protection benefits.

Policy Period; Territory

This coverage applies only to accidents which occur on or after April 1, 1974 during the policy period and within the United States of America, its territories or possessions, or Canada.

#### Conditions

- A. Action Against Company. No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.
- B. Notice. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable. If an eligible injured person, or his legal representative shall institute legal action to recover damage for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, or his legal representative.
- C. Medical Reports; Proof of Claim. As soon as practicable, the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the bodily injury, treatment and rehabilitation received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical and mental examination by physicians selected by the Company, when and as often as the Company may reasonably require.
- D. Subrogation. In the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- E. Reimbursement and Trust Agreement. In the event of any payment to any person under this coverage:
  - the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result
    from the exercise of any rights of recovery of such person against any person or organization legally responsible for the
    bodily injury because of which such payment is made; and the Company shall have a lien to the extent of such payment,
    notice of which may be given to the person or organization causing such bodily injury, his agent, his insurer or a court
    having jurisdiction in the matter;
  - 2. such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such **bodily injury**;
  - 3. such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights; and
  - 4. such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- F. Non-Duplication of Benefits; Priority of Payments; Other Insurance. No eligible injured person shall recover duplicate benefits for the same elements of loss under this and any similar insurance, including self-insurance.

This coverage applies on a primary basis to **bodily injury** sustained by an **eligible injured person** if the accident arises out of the use or operation of the **insured motor vehicle**, provided that if the accident arises out of operation of the **insured motor vehicle** by a person who is neither the owner, nor an employee of the owner of such vehicle (except for an accident involving the operation of a **motor vehicle** regulated under the provisions of Articles 9, 10 or 11 of Chapter 115 C.R.S. 1963) any Personal Injury Protection coverage required by the Colorado Auto Accident Reparation Act and afforded by another policy under which the operator is a named insured or relative shall be primary and this coverage shall be excess.

In the event an eligible injured person has other similar insurance, including self insurance, available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provision of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limit of liability of this coverage and such other insurance, but this paragraph shall not apply to optional benefits purchased by such eligible injured person for additional premiums on a voluntary basis.

### SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

- (a) any amount payable under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any
  personal injury protection benefits paid or payable under this or any other automobile insurance policy because of bodily
  injury sustained by an eligible injured person;
- (b) any Automobile Medical Payments Coverage or Automobile Medical Expense Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**.

## SECTION III

## Statutory Condition

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of the Colorado Auto Accident Reparations Act. It is agreed that if a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the Colorado Auto Accident Reparations Act invalid or unenforceable in whole or in part, the company shall have the right to recompute the premium payable for the policy and, at the option of the Company, the provisions of this endorsement shall be voidable or subject to amendment.

## CP 05 64

## FLORIDA AUTOMOBILE REPARATIONS REFORDACT (AMENDATORY ENDORSEMENT)

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

C	r	ш	F	n	rt	Ţ	r
	٩.	п	F.				

The insurance for PERSONAL INJURY PROTECTION is subject to a deductible of \$
Applicable to:
☐ The following named insured only:
☐ Each named insured and each relative.
☐ Work loss for named insured does not apply
☐ Work loss for named insured and relative does not apply
☐ Coverage reduced by Medicare Benefits for named insured and relative
☐ Coverage reduced by military benefits for named insured and dependent relative

### **SECTION I**

## PERSONAL INJURY PROTECTION

The Company will pay, in accordance with the Florida Automobile Reparations Reform Act, as amended, to or for the benefit of the injured person:

- (a) 80% of medical expenses, and
- (b) 60% of work loss, and
- (c) replacement services expenses, and
- (d) funeral, burial or cremation expenses.

incurred as a result of bodily injury, caused by an accident arising out of the ownership, maintenance or use of a motor vehicle and sustained by:

- (1) the named insured or any relative while occupying a motor vehicle or, while a pedestrian, through being struck by a motor vehicle; or
- (2) any other person while occupying the insured motor vehicle or, while a pedestrian, through being struck by the insured motor vehicle.

## **Exclusions**

This insurance does not apply:

- (a) to the named insured or any relative while occupying a motor vehicle of which the named insured is the owner and which is not an insured motor vehicle under this insurance;
- (b) to any person while operating the insured motor vehicle without the express or implied consent of the named insured;
- (c) to any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:
  - (i) causing bodily injury to himself intentionally;
  - (ii) convicted of driving while under the influence of alcohol or narcotic drugs to the extent that his driving faculties are impaired; or
  - (iii) while committing a felony;

This endorsement forms a part of the policy to which attached. (14653-C) 10-77

- (d) to the named insured or relative for work loss if an entry in the schedule or quelarations indicates such coverage does not apply:
- (e) to any pedestrian, other than the named insured or any relative, not a legal resident of the State of Florida;
- (f) to any person, other than the named insured, if such person is the owner of a motor vehicle with respect to which security is required under the Florida Automobile Reparations Reform Act, as amended;
- (g) to any person, other than the named insured or any relative, who is entitled to personal injury protection benefits from the owner of a motor vehicle which is not an insured motor vehicle under this insurance or from the owner's insurer;
- (h) to any person who sustains bodily injury while occupying a motor vehicle located for use as a residence or premises.

## Limit of Liability; Application of Deductible; Other Insurance

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of personal injury protection benefits available under the Florida Automobile Reparations Reform Act, as amended, from all sources combined, including this policy, for all loss and expense incurred by or on behalf of any one person who sustains bodily injury as the result of any one accident shall be \$5,000; provided that payment for funeral, cremation or burial expenses included in the foregoing shall in no event exceed \$1,000. Any amount payable under this insurance shall be reduced by the amount of benefits an injured person has recovered or is entitled to recover for the same elements of loss under the workmen's compensation laws of any state or the federal government or the Medicaid program.

If benefits have been received under the Florida Automobile Reparations Reform Act, as amended, from any insurer for the same items of loss and expense for which benefits are available under this policy, the Company shall not be liable to make duplicate payments to or for the benefit of the injured person, but the insurer paying such benefits shall be entitled to recover from the Company its equitable pro rata share of the benefits paid and expenses incurred in processing the claim.

The amount of any deductible stated in the schedule of this endorsement shall be deducted from the total amount of all sums otherwise payable by the Company with respect to all loss and expense incurred by or on behalf of each person to whom the deductible applies and who sustains bodily injury as the result of any one accident, and if the total amount of such loss and expense exceeds such deductible, the total limit of benefits the Company is obligated to pay shall then be the difference between such deductible amount and the applicable limit of the Company's liability.

If an entry in the schedule or declaration so indicates any amount payable under this insurance to the named insured or relative shall be reduced by any benefits payable (a) under the Federal Medicare Program, or (b) by the Federal Government to active or retired military personnel and their dependent relatives. If such benefits are not available at the time of loss the Company shall have the right to recompute and charge the appropriate premium.

### **Definitions**

When used in reference to this Section:

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom:

"medical expenses" means expenses for necessary medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services, for prosthetic devices and for necessary remedial treatment and services recognized and permitted under the laws of the state for an injured person who relies upon spiritual means through prayer alone for healing in accordance with his religious beliefs;

"named insured" means the person or organization named in the declarations of the policy and if an individual, shall include the spouse if a resident of the same household;

"motor vehicle" means a 4 wheel self-propelled vehicle of a type required to be registered and licensed under Florida law, which is not used as a public or livery conveyance, and which is one of the following types:

- (a) a private passenger vehicle, such as a sedan, station wagon or jeep-style vehicle,
- (b) a pick-up or panel truck not used primarily in the occupation, business or profession of the owner,
- (c) a utility automobile designed for personal use, as a camper or motor home or for family recreational purposes but a utility automobile does not include any such automobile used primarily (1) in the occupation, profession or business of the owner or (2) for the transportation of passengers.

A "motor vehicle" does not include a vehicle owned by the State of Florida, any political subdivision or municipality thereof, or the Federal Government;

"occupying" means in or upon or entering into or alighting from;

"insured motor vehicle" means a motor valide of which the named insured is the owner and with respect to which (a) the bodily injury liability insurance of the policy applies and (b) security is required to be maintained under the Florida Automobile Reparations Reform Act, as amended;

"relative" means a person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured;

"pedestrian" means a person while not an occupant of any self-propelled vehicle;

"owner" means a person or organization who holds the legal title to a motor vehicle, and also includes;

- (a) a debtor having the right to possession, in the event a motor vehicle is the subject of a security agreement, and
- (b) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more, and
- (c) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing insurance.

"work loss" means with respect to the period of disability of the injured person, any loss of income and earning capacity from inability to work proximately caused by the injury sustained by the injured person.

"replacement services expenses" means with respect to the period of disability of the injured person, all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for such injury, the injured person would have performed without income for the benefit of his household.

## Policy Period; Territory

The insurance under this Section applies only to accidents which occur during the policy period

- (a) in the State of Florida, and
- (b) as respects the named insured or a relative, while occupying the insured motor vehicle outside the State of Florida but within the United States of America, its territories or possessions or Canada; and
- (c) as respects the named insured, while occupying a motor vehicle of which a relative is the owner and for which security is maintained under the Florida Automobile Reparations Reform Act, as amended, outside the State of Florida but within the United States of America, its territories or possessions or Canada.

## Conditions

- 1. Notice. In the event of an accident, written notice of the loss must be given to the Company or any of its authorized agents as soon as practicable.
  - If any injured person or his legal representative shall institute legal action to recover damages for bodily injury against a third party, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such injured person or his legal representative.
- Action Against the Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all terms of this insurance, nor until 30 days after the required notice of accident and reasonable proof of claim has been filed with the Company.
- 3. Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld. As soon as practicable the person making claim shall give to the company written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the company in determining the amount due and payable. Such person shall submit to mental or physical examinations at the company's expense when and as often as the company may reasonably require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination the company will not be liable for subsequent personal injury protection benefits. Whenever a person making claim is charged with (a) driving while under the influence of alcohol or narcotic drugs to the extent that his driving faculties are impaired, or (b) committing a felony, the company shall withhold benefits until at the trial level the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

- 4. Reimbursement and Subrogation. Inless prohibited by the Florida Automobile Reparations Reform Act, as amended, and in the event of payment to or for the benefits of any injured person under this insurance:
  - (a) the Company shall be reimbursed to the extent of such payment, exclusive of reasonable attorneys' fees and other reasonable expenses, out of the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made and the Company shall have a lien on such proceeds to such extent;
  - (b) the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made to the extent of such payments. Such person shall execute and deliver the instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- 5. Special Provision for Rented or Leased Vehicles. Notwithstanding any provision of this coverage to the contrary, if a person is injured while occupying, or through being struck by, a motor vehicle rented or leased under a rental or lease agreement which does not specify otherwise in bold type on the face of such agreement, the personal injury protection coverage afforded under the lessor's policy shall be primary.

### SECTION II

## MODIFICATION OF POLICY COVERAGES

Any automobile medical payments insurance and any uninsured motorists insurance afforded by the policy shall be excess over any personal injury protection benefits paid or payable or which would be available but for the application of a deductible.

If automobile medical payments insurance is afforded by this policy, that insurance shall be applicable for medical expenses incurred within three years from the date of accident.

## SECTION III

### PROVISIONAL PREMIUM

It is agreed that in the event of any change in the rules, rates, rating plan, premiums or minimum premiums applicable to the insurance afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Automobile Reparations Reform Act, as amended, providing for the exemption of persons from tort liability, the premium stated in the declarations for any Automobile Bodily Injury, Automobile Property Damage Liability, Automobile Medical Payments and Protection against Uninsured Motorists insurance shall be deemed provisional and subject to recomputation. If this policy is a renewal policy, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the named insured pursuant to Section 12(2)(e) of the Florida Automobile Reparations Reform Act, as amended, with respect to insurance afforded under a previous policy.

If the final premium thus recomputed exceeds the premium stated in the declarations, the named insured shall pay to the Company the excess as well as the amount of any return premium previously credited or refunded.



## BASIC PERSONAL INJURY PROTECTION ENDORSEMANT (GEORGIA)

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

#### **SECTION I**

### PERSONAL INJURY PROTECTION COVERAGE

The Company will pay personal injury protection benefits for:

- (a) medical expenses,
- (b) work loss,
- (c) essential services expenses,
- (d) funeral expenses, and
- (e) survivors' loss.

incurred with respect to **bodily injury** sustained by an **eligible injured person** and caused by an accident arising out of the operation, maintenance or use of a **motor vehicle** as a vehicle.

## **Exclusions**

This coverage does not apply:

- (a) to **bodily Injury** sustained by any person while **occupying** a **motor vehicle** which is owned by such person with respect to which the security required by the Georgia Motor Vehicle Accident Reparations Act is not in effect;
- (b) to **bodily injury** sustained by any person while using the **insured motor vehicle** without the express or implied permission of the **named insured** or his spouse, if residing in the same household, or while voluntarily **occupying** a **motor vehicle** known by such person to be stolen;
- (c) to **bodily injury** sustained by any person while **occupying** or while a **pedestrian** as a result of being struck by, any **motor vehicle**, other than the **insured motor vehicle**, with respect to which the security required under the Georgia Motor Vehicle Accident Reparations Act is in effect. This exclusion does not apply to **bodily injury** sustained by the **named insured** or **relative** if the accident involves the operation by the **named insured** or **relative** of a **motor vehicle** owned by anyone engaged in the business of selling **motor vehicles** at retail, provided that the **named insured** or **relative** is neither the owner nor an employee of the owner of that **motor vehicle**;
- (d) if the named insured is a retail seller of motor vehicles, to bodily injury sustained by an eligible injured person other than the named insured or relative if:
  - (i) the accident involves the operation of the **insured motor vehicle** by a person other than the **named insured** or an employee of the **named insured** and such person is a named insured or relative under another policy, and
  - (ii) such eligible injured person is a named insured or relative under the operator's policy;
- (e) to any benefits any person would otherwise be entitled to receive hereunder for **bodily injury** sustained intentionally by the person injured or caused intentionally by the claimant;
- (f) to **bodily injury** sustained by any **pedestrian**, other than the **named insured** or any **relative**, as a result of being struck by a motor **vehicle** outside the State of Georgia;
- (g) to bodily Injury sustained by any person if such injury arises from conduct within the course of business of repairing, servicing or otherwise maintaining vehicles unless such conduct involves the actual operation of a motor vehicle as a vehicle on the business premises or unless such conduct occurs off the business premises;
- (h) to **bodily injury** sustained by any person if such injury arises from conduct in the course of loading or unloading any **motor vehicle** unless the conduct occurs while such person is **occupying** such **motor vehicle**;
- (i) to **bodily injury** sustained by any person arising out of the maintenance or use of any **motor vehicle** when such **motor vehicle** is not used as a vehicle.
- (j) to bodily injury sustained by any person due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any acts or condition incident to any of the foregoing;
- (k) to bodily injury sustained by any person resulting from the explosion of any nuclear device.

### **Definitions**

When used in reference to this coverage:

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

"disability" means any period of time during the eligible injured person's lifetime in which he is unable to either

- (a) perform substantially all the duties required by his usual occupation, or
- (b) engage in his principal activity if such person is not employed on at least a full time basis,

provided the disability commences within twenty four (24) months from the date on which the motor vehicle accident occurs:

## "eligible injured person" means

- the named insured or any relative who sustains bodily injury while occupying, or while a pedestrian as a result of being struck by, any motor vehicle;
- (b) any other person who sustains **bodily injury** while **occupying**, or while a **pedestrian** as a result of being struck by, the **insured motor vehicle**;

This endorsement forms a part of the policy.

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"essential services expenses" means expenses reasonably incurred during the period of the eligible injured person's disability for ordinary and necessary services from others, excluding members of the eligible injured person's household, in lieu of services that had he not been injured, he would have performed not for income, but for the benefit of his household:

"funeral expenses" means any reasonable and necessary expenses normally incurred by the survivors of a deceased, eligible injured person or by the estate of such person for funeral services, preparation for burial, and burial including but not limited to payments for any lands, services, supplies and equipment incidental to such funeral services, preparation for burial, and burial;

"insured motor vehicle" means a motor vehicle with respect to which

- (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the named insured maintains the security required under the provisions of the Georgia Motor Vehicle Accident Reparations Act; "medical expenses" means all necessary expenses including necessary medicine, drugs, surgical, dental, x-ray and rehabilitative services, including prosthetic devices, and necessary ambulance, hospital, and nursing services, all as prescribed, authorized, approved or rendered by an attending physician, including any person licensed to practice a healing art and any remedial treatment and care rendered in accordance with a recognized religious healing method;

"motor vehicle" means a vehicle having more than three load bearing wheels, of a kind required to be registered under the laws of this State relating to motor vehicles designed primarily for operation upon the public streets, roads and highways, and driven by power other than muscular power, and includes a trailer drawn by or attached to such a vehicle;

"named insured" means the person or organization named in the declarations;

"occupying" means in or upon, or engaged in the immediate act of entering into or alighting from;

"pedestrian" means any person not occupying a motor vehicle or a motorcycle or any other motor driven vehicle designed primarily for operation upon the public streets, roads and highways, or not in or upon a vehicle operated on stationary rails or tracks, or aircraft;

"relative" means the spouse or any other person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured, whether or not temporarily residing elsewhere;

"survivors' loss" means compensation in the event of the death of an eligible injured person, survived by a spouse or dependent children, payable after such death as though the deceased were alive but totally disabled, such payment to be made to the spouse, if alive, otherwise to the children or the person having legal custody of such children, as though awarded as a year's support as provided by law, and the maximum amount payable shall be the amount of work loss and the amount of essential services expenses, that would have been payable to the deceased eligible injured person; such benefits shall be payable until exhausted, at least monthly;

"work loss" means 85% of the loss of income or earnings of the eligible injured person incurred during his disability.

## Policy Period; Territory

This coverage applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

## **Limits of Liability**

- A. Regardless of the number of persons insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the Company's liability for personal injury protection benefits with respect to **bodily injury** sustained by any one **eligible injured person** in any one **motor vehicle** accident shall not exceed Five Thousand (\$5,000) Dollars in the aggregate, and subject to such aggregate:
  - 1. the maximum amount payable for medical expenses shall not exceed \$2,500;
  - 2. the maximum amount payable for work loss shall not exceed \$200 per week;
  - 3. the maximum amount payable for essential services expenses shall not exceed \$20 per day;
  - 4. the maximum amount payable for funeral expenses shall not exceed \$1,500.
- B. If the named insured is an employer obligated to provide benefits under any workers' compensation law, any amount payable under this coverage for medical expenses, work loss or survivors' loss shall be reduced by the amount of benefits an eligible injured person is entitled to receive for the same elements of loss under such workers' compensation law.

The aggregate amount the eligible injured person is entitled to receive for loss of income or earnings under the Georgia Motor Vehicle Accident Reparations Act and any workers' compensation law shall not be less than an amount which is equal to the lesser of:

- 1. the eligible injured person's loss of income or earnings during disability; or
- the sum of the amount the eligible injured person is entitled to receive as compensation for such loss under any workers'
  compensation law and the limits of work loss and survivors' loss under any applicable policy or motor vehicle liability
  insurance or approved plan of self-insurance.

In no event shall the maximum amount payable for work loss under this coverage exceed the limit specified in paragraph A above.

## Conditions

- A. Action Against Company. No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all terms of this coverage.
- B. Notice. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable. If an eligible injured person, his legal representative or his survivors shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefore, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, his legal representative or his survivors.
- C. Medical Reports; Proof of Claim. As soon as practicable the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under the including full particulars of the natural and rehabilitation received and conticulated, and such other information as may assist and payable. The eligible injured person shall submit to physical and mental examination when and as often as the Company may reasonably require at the Company's expense

- D. Subrogation. Subject to any applicable limitations set forth in the Georgia Motor Vehicle Accident Reparations Act, in the event or any payment under this coverage, the Company is subrogated to the rights of the person were made, to the extent of such pay so and such person shall execute and deliver in person shall do nothing to prejudice such right.
- E. Non-Duplication of Benefits; Priority of Payments; Other Insurance. No eligible injured person shall recover duplicate benefits for the same elements of loss under this policy or any other policy of motor vehicle liability insurance or approved plan of self-insurance. In the event an eligible injured person has such duplicate coverage available and applicable to the accident, the maximum amount of recovery shall not exceed that amount which would have been payable under the provisions of this insurance policy or such other policy of motor vehicle liability insurance or approved plan of self-insurance providing the highest dollar amount, and the Company shall not be liable for a greater portion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this coverage and such other duplicate coverage.
- F. Conformance to Statute. Notwithstanding any of the other terms and conditions of the policy, the coverage afforded shall be at least as extensive as the minimum coverage required by the Georgia Motor Vehicle Accident Reparations Act, and notwithstanding the terms and conditions of this policy all provisions of this policy shall conform to the laws of this State.

#### **SECTION II**

In consideration of the coverage afforded under Section I and the adjustment of applicable rates any amount payable under Protection Against Uninsured Motorists Coverage or Automobile Medical Payments or Medical Expense Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**.

#### **SECTION III**

Constitutionality Clause. The premium for and the coverages of the policy have been established in reliance upon the provisions of the Georgia Motor Vehicle Accident Reparations Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render, the provisions of such actinvalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company in accordance with such declaration or judgment.



## BASIC NO-FALL'T ENDORSEMENT STATE OF HAV...I

THIS ENDORSEMENT PROVIDES COVERAGE AS REQUIRED UNDER THE HAWAII NO-FAULT LAW.

The Company agrees with the named insured, subject to the provisions of the policy except as modified herein, as follows:

## SECTION 1

### BASIC NO-FAULT COVERAGE

The Company will pay, in accordance with the Hawaii no-fault law, no-fault benefits on account of accidental harm sustained by an eligible injured person and caused by an accident arising out of the operation, maintenance, or use of a motor vehicle as a vehicle.

### NO-FAULT BENEFITS

No-fault benefits shall consist of and be defined as:

- (A) Medical Expenses All appropriate and reasonable expenses necessarily incurred for medical, hospital, surgical, professional nursing, dental, optometric, ambulance, prosthetic services, products and accommodations furnished, x-rays and includes any nonmedical remedial care and treatment rendered in accordance with the teachings, faith or belief of any group which depends for healing upon spiritual means through prayer.
- (B) Rehabilitation Expenses All appropriate and reasonable expenses necessarily incurred for psychiatric, physical and occupational therapy and rehabilitation.
- (C) Work Loss Loss of monthly earnings resulting from the inability of the eligible injured person to engage in available and appropriate gainful activity or a decrease in earning capacity because of accidental harm.
- (D) Substitute Service Expenses All appropriate and reasonable expenses necessarily incurred in obtaining services in substitution of those the eligible injured person would have performed not for income but for the benefit of himself or his family had he not sustained accidental harm.
- (E) Funeral Expenses All appropriate and reasonable expenses necessarily incurred for professional funeral services, including burial and cremation expenses.
- (F) Survivors' Loss No-fault benefits payable as a result of the death of the eligible injured person for the benefit of dependent survivors. Such benefits may be paid immediately in a lump sum payment at the option of the beneficiary.
- (G) Attorney's Fees and Costs A reasonable sum for attorney's fees based upon actual time expended which shall be treated separately from such claim and be paid directly by the Company to the attorney and costs of settlement or suit, necessary to effect payment of any or all no-fault benefits found due under this coverage, unless a court determines that the claim was fraudulent, excessive or frivolous.
- (H) Other Appropriate and Reasonable Expenses necessarily incurred as a result of accidental harm.

This endorsement forms a part of the policy.

### LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or self-insurance applicable, claims made or insured motor vehicles to which this coverage applies, the Company's liability for all no-fault benefits to or on behalf of any one eligible injured person who sustains accidental harm in any one motor vehicle accident shall be \$15,000 in the aggregate. Subject to such aggregate limit.

- (A) The maximum amount payable for work loss shall not exceed the lesser of
  - (i) \$800 per month, or
  - (ii) the monthly earnings for the period during which the accidental harm results in the inability of the eligible injured person to engage in available and appropriate gainful activity.
- (B) The maximum amount payable for substitute services expenses shall not exceed \$800 per month.
- (C) The maximum amount payable for funeral expenses shall not exceed \$1,500.
- (D) The maximum amount payable for survivors' loss is \$15,000 reduced by the amount of any other no-fault benefits paid or payable under this coverage.
- (E) Any amount payable by the Company under the terms of this coverage shall be reduced by any amounts paid, payable or required to be provided on account of such accidental harm.
  - (i) to the extent that a person is entitled to receive benefits because of the accidental harm from workers' compensation laws, and if the person does not collect such benefits under the Workers' Compensation laws by reason of the contest of his right to so collect by the person or organization responsible for payment thereof, the injured person, if otherwise eligible, shall, nevertheless, be entitled to receive No-Fault benefits and upon payment thereof the No-Fault insurer shall be subrogated to the injured person's rights to collect such benefits; provided, however, that his Section shall be inapplicable to all No-Fault benefits payable to the surviving spouse and any surviving dependent as provided under the Hawaii No-Fault Law; and
  - (ii) under any applicable deductible set forth in this endorsement or the policy to which it is attached, but only with respect to accidental harm sustained by the named insured or by a relative, provided that if two or more of such persons sustain accidental harm in the same motor vehicle accident the total amount of the deductible applicable to all of them shall not exceed the deductible amount stated in this endorsement or the policy to which it is attached, and such amount shall be allocated equally among them.

### **DEFINITIONS**

When used in reference to this coverage:

- (A) "Accidental harm" means bodily injury, death, sickness, or disease caused by a motor vehicle accident to a person while in or upon or entering into or alighting from, or caused by a motor vehicle or object drawn or propelled by a motor vehicle.
- (B) "Criminal conduct" means the commission of an offense punishable by imprisonment for more than one year; or the operation or use of a motor vehicle with the specific intent of causing injury or damage; or the operation or use of a motor vehicle as a converter without a good faith belief by the operator or user that he is legally entitled to operate or use such vehicle.
- (C) "Dependent survivors" means
  - (i) the surviving spouse of the deceased eligible injured person until remarriage or death; and
  - (ii) any person who qualifies as a dependent for purposes of exemption under the Federal income tax law (Section 152 of the IRC of 1954) at the time of the eligible injured person's death.
- (D) "Eligible injured person" means
  - (i) the named insured or any relative who sustains accidental harm arising out of the operation, maintenance or use of, or while a pedestrian (including a bicyclist) caused by, any motor vehicle; or
  - (ii) any other person who sustains accidental harm arising out of the operation, maintenance or use of, or while a pedestrian (including a bicyclist) caused by, the insured motor vehicle.
- (E) "Injury" means accidental harm not resulting in death.

- (i) the bodily injury liabilit surance of the policy applies and for what a specific premium is charged, and
- (ii) the named insured is required to maintain security under the provisions of the Hawaii no-fault law.

## (G) "Monthly earnings" means

- (i) in the case of a regularly employed person, one-twelfth of the average annual compensation before State and Federal income taxes at the time of injury or death;
- (ii) in the case of a person regularly self-employed, one-twelfth of the average annual earnings before State and Federal income taxes at the time of injury or death; or
- (iii) in the case of an unemployed person or a person not regularly employed or self-employed, one-twelfth of the anticipated annual compensation before State and Federal income taxes of such person paid from the time such person would reasonably have been expected to be regularly employed.
- (H) "Motor vehicle" means any vehicle of a type required to be registered under Chapter 286 of the Hawaii Revised Statutes including a vehicle with less than four wheels or a trailer.
- (I) "Motor vehicle accident" means an accident arising out of the operation, maintenance, or use of a motor vehicle, including an object drawn or propelled by a motor vehicle.
- (J) "Named insured" means the person or organization named in the declarations.
- (K) "Occupying" means in or upon, entering into or alighting from.
- (L) "Operation, maintenance, or use" when used with respect to a motor vehicle includes occupying, entering into and alighting from it but does not include conduct in the course of loading or unloading the vehicle unless the accidental harm occurs in the immediate proximity of the vehicle, and does not include conduct within the course of a business of repairing, servicing, or otherwise maintaining vehicles unless the conduct occurs outside the premises of such business.
- (M) "Owned by" means a person who holds the legal title to a motor vehicle except that in the case of a motor vehicle which is the subject of a security agreement or lease with a term of not less than one year with the debtor or lessee having the right to possession, such term means the debtor or lessee. Whenever transfer of title to a motor vehicle occurs, the seller shall be considered the owner until delivery of the executed title to the buyer, from which time the buyer holding the equitable title shall be considered the owner.
- (N) "Person" means not only individuals, but corporations, firms, associations and societies.
- (O) "Relative" means a person residing in the same household with the named insured and who is the spouse of or otherwise related to the named insured by blood, marriage or adoption or a minor in the custody of the named insured or such related person, whether or not temporarily residing elsewhere, but does not include any such resident who is a named insured under any other contract providing the security required by the Hawaii no-fault law.

### **EXCLUSIONS**

This coverage does not apply:

- (A) To accidental harm sustained by the named insured or any relative while occupying a motor vehicle which is owned by the named insured and which is not an insured motor vehicle.
- (B) To accidental harm sustained by any relative while occupying a motor vehicle which is owned by such relative and for which the security required by the Hawaii no-fault law is not in effect.
- (C) To accidental harm sustained by any person while
  - (i) committing an act which would constitute criminal conduct or seeking to avoid lawful apprehension of arrest by a law enforcement officer;
  - (ii) while operating or using a motor vehicle with the specific intent of causing accidental harm or damage; or
  - (iii) while operating or using a motor vehicle as a converter without a good faith belief by such person that he is legally entitled to such operation or use.

- (D) To accidental harm sustained by the named insured or any relative while occupying or while a pedestrian (including a bicyclist) caused by, any motor vehicle, other than the insured motor vehicle, for which the security under the Hawaii no-fault law is in effect.
- (E) To accidental harm sustained by any person in the course of loading or unloading a motor vehicle, unless such accidental harm is sustained in the immediate proximity of such vehicle.
- (F) To accidental harm sustained by any person arising from conduct within the course of a business of repairing, servicing, or otherwise maintaining vehicles unless such conduct occurs outside the business premises.
- (G) To accidental harm sustained outside the State of Hawaii by any person, other than the named insured or any relative, arising out of the operation, maintenance, or use of any vehicle which is regularly used in the business of transporting persons or property and which is one of the five or more vehicles under common ownership.
- (H) To accidental harm resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

## POLICY PERIOD

This insurance applies only to accidents which occur on or after September 1, 1974 during the policy period.

### CONDITIONS

- (A) Notice In the event of an accident, written notice identifying the eligible injured persons and including reasonable obtainable information regarding the time, place and circumstances of the accident, shall be given by, or on behalf of, each eligible injured person to the Company or any of its agents as soon as practicable. If an eligible injured person, his legal representative or his survivor institutes legal action to recover for accidental harm against a third party, he shall forward to the Company as soon as practicable a copy of the complaint and summons or other process served in connection with such legal actin.
- (B) Action Against Company No action shall lie against the Company unless as a condition precedent thereto, there has been full compliance with all the terms of this coverage and in no event shall action be brought more than two years after
  - (i) the date of the motor vehicle accident upon which the claim is based,
  - (ii) the last payment of any no-fault benefits under this coverage, or
  - (iii) the entry of a final order in arbitration.

whichever is the last to occur.

- (C) Reimbursement and Trust Agreement In the event of any payment by the Company to any person under this coverage
  - (i) the Company shall be entitled to reimbursement, in an amount equal to the percentage of such payment as provided under and in compliance with the Hawaii No-Fault Law, from the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the accidental harm because of which such payment is made; and the Company shall have a lien upon said proceeds in an amount equal to the percentage of its payment as provided under and in compliance with the Hawaii No-Fault Law, notice of which may be given to the person or organization causing such accidental harm, his agent, his insurer or a court having jurisdiction in the matter;
  - (ii) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such accidental harm;
  - (iii) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights; and
  - (iv) such person shall execute and delivers to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person an the Company established by this provision.
- (D) Non-Duplication of Benefits; Priority of Payments; Other Insurance No eligible injured person shall recover duplicate benefits for the same elements of loss under this or any similar motor vehicle insurance, including self-insurance. In the event an eligible injured person has other similar motor vehicle insurance, including self-insurance, available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which v = 1 have been payable under the provisions = 1 the insurance providing the highest

than the limit of liability here. There bears to the sum of the applicable limit of liability of this coverage and such other insurance.

In the event of an accident arising out of the operation, maintenance or use of a temporary substitute automobile, the insurance afforded by this endorsement with respect to the insured motor vehicle shall be primary, and any similar insurance available with respect to the temporary substitute automobile shall, as to such accident, be excess.

In the event of an accident arising out of the operation, maintenance or use by a registered repair shop or a licensed motor vehicle dealer of the insured motor vehicle of a customer who is the named insured under this endorsement in the course of repair or service, or to verify repairs or services thereto, the Basic No-Fault coverage applicable with respect to such repair shop or dealer shall be primary, and the insurance afforded by this endorsement with respect to such insured motor vehicle shall, as to such accident, be excess.

- (E) Arbitration In the event any person making a claim for no-fault benefits and the Company do not agree regarding any matter relating to the claim, such person or the Company shall have the option of submitting such disagreement to arbitration pursuant to procedures as prescribed by the Hawaii no-fault law.
- (F) Proof of Claim; Medical and Earnings Reports As soon as practicable, the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated. Upon written request by the Company, the eligible injured person or someone in his behalf shall
  - (i) provide authorization to enable the Company to obtain medical records and/or earnings reports; and
  - (ii) provide any other pertinent information that may assist the Company in determining the amount due and payable.

The eligible injured person shall submit to medical examination by physicians selected by, or acceptable to, the Company when, and as often as, the Company may reasonably require.

- (G) Cancellation This policy may not be canceled or refused renewal by the Company except when
  - the license of the principal operator to operate the type of motor vehicle insured is under suspension or revocation, or
  - (ii) premium payments are not made after reasonable demand therefor.

The Company may refuse to renew optional additional coverages in excess of required Basic No-Fault Coverage where the named insured is:

- (i) an assigned risk driver; or
- (ii) has been convicted within 36 months immediately preceding of one or more serious motor vehicle violations enumerated in HRS, Section 294-22(b)(1)(B).

In any event of cancellation or refusal to renew the Company shall continue all no-fault and optional additional coverages in force, to the date of expiration, or for thirty days following notice, whichever date occurs first. Within fifteen days of a cancellation, the Company shall refund the pro rata unearned portion, if any, of any prepaid premiums.

Written notice shall be given to the named insured not less than thirty days prior to the effective date of such cancellation or refusal to renew. Such cancellation or refusal to renew shall not be deemed valid unless supported by a certificate of mailing properly validated by the United States Post Office.

- (H) Rights of Subrogation To the extent provided for by law and/or regulation in the event of any no-fault payments, the Company is subrogated to the extent of such payments to the rights of the person to whom, and for whose benefit such payments were made. Such person shall do nothing to prejudice such rights.
- (I) Fraudulent or Frivolous Claims The Company may be allowed an award of a reasonable sum as attorney's fee, based upon actual time expended, and all reasonable costs of suit for its defense against a person making claim against the Company where such claim is determined by the court to be fraudulent or frivolous, and such attorney's fee and all such reasonable costs of suit so awarded may be treated as an offset against any benefits due to or become due to such person. Such award shall be made at the discretion of a court of competent jurisdiction.

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### SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

- (A) Any amount payable under the Protection Against Uninsured Motorists Coverage shall be excess to the amount of any no-fault benefits paid or payable to an eligible injured person whose claim for such benefits meets the requirements of HRS Section 294-6 (a) (1), (2) or (3).
- (B) Any Automobile Medical Payments or Automobile Medical Expense Coverage afforded under this policy shall be excess over any no-fault benefits paid or payable under this or other automobile insurance policy because of accidental harm sustained by an eligible injured person.

## SECTION III

It is agreed that the limit of bodily injury liability and uninsured motorists coverage stated in the declarations as applicable to 'each person' is the limit of the Company's liability for all damages, including damages for care and loss of services arising out of bodily injury sustained by one person as the result of any one occurrence or accident. Any limit stated in the declarations, or any part of the limit of liability provision, applicable to the bodily injury liability and uninsured motorist coverage under this policy, that applies to each occurrence or each accident is, subject to the above provision respecting each person, deleted.

## SECTION IV

## CONSTITUTIONALITY PROVISION

In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the provisions of the Hawaii no-fault law providing for abolition of tort liability invalid or unenforceable, the Company is subrogated to all rights of the person to whom or for whose benefit any no-fault benefits have been paid under this policy to the full extent of such payments, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.



## INJURY CRUIEFIION ENDUR CHIER! 'ONAL PROTECTION INSURANCE)

The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

#### SECTION I

### PERSONAL INJURY PROTECTION

The Company will pay, in accordance with Chapter 31 of the Michigan Insurance Code, to or on behalf of each eligible injured person or his dependent survivors, personal protection benefits consisting of

- (a) allowable expenses.
- (b) work loss, and
- (c) survivors' loss

as a result of bodily injury caused by accident and arising out of the ownership, operation, maintenance or use, including loading or unloading, of a motor vehicle as a motor vehicle.

### Exclusions

This insurance does not apply

- (a) to any benefits any person would otherwise be entitled to receive hereunder for bodily injury intentionally caused by him to himself or to another;
- (b) to bodily injury sustained by any person while using a motor vehicle which he had taken unlawfully, unless he reasonably believed that he was entitled to take and use such motor vehicle;
- (c) to bodily injury sustained by any person, other than the named insured or any relative, while not occupying any motor vehicle, if the accident occurs outside the State of Michigan;
- (d) to bodily injury sustained by the named insured while occupying, or through being struck by while not occupying, any motor vehicle owned or registered by the named insured and which is not an insured motor vehicle;
- (e) to bodily injury sustained by any relative while occupying, or through being struck by while not occupying, any motor vehicle if such relative is the owner or registrant of such motor vehicle and has failed to maintain security with respect thereto as required by Chapter 31 of the Michigan Insurance Code;
- (f) to bodily injury sustained by an owner or registrant of a motor vehicle involved in the accident with respect to which the security required by Chapter 31 of the Michigan Insurance Code is not in effect;
- (g) to bodily injury sustained by any relative, if such relative is entitled to personal protection benefits as a named insured under the terms of any other policy with respect to such coverage;
- (h) to bodily injury sustained by any person, other than the named insured or any relative, if such person is entitled to personal protection benefits as a named insured or relative under the terms of any other policy with respect to such coverage;
- (i) to bodily injury sustained by any person, other than the named insured or any relative, while occupying, or through being struck by while not occupying, any motor vehicle, other than an insured motor vehicle, which is being operated by the named insured or relative if the owner or registrant of such motor vehicle has provided security with respect thereto as required by Chapter 31 of the Michigan Insurance Code;
- (j) to bodily injury sustained by any person arising out of the ownership, operation, maintenance or use, including loading or unloading, of a parked motor vehicle unless
  - the motor vehicle was parked in such a way as to cause unreasonable risk of the bodily injury which occurred, or
  - 2. such bodily injury was a direct result of physical contact with
    - a. equipment permanently mounted on such motor vehicle while such equipment was being operated or used, or
    - b. property being lifted onto or lowered from such motor vehicle in the loading or unloading process, or
  - 3. such bodily injury was sustained by a person while occupying such motor vehicle;
- (k) to bodily injury sustained by any person while occupying a motor vehicle located for use as a residence or premises:

(continued on reverse side)

This endorsement forms a part of the policy.

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- (!) to bodily injury sustained by any person while occupying a public or livery conveyance, unless such conveyance is an insured motor vehicle, for which security is maintained as required by Chapter 31 of the Michigan Insurance Code; however, this insurance shall apply to a person who is a passenger in
  - 1. a school bus, as defined by the Department of Education, providing transportation not prohibited by law,
  - 2. a bus operated by a common carrier of passengers certified by the Public Service Commission,
  - 3. a bus operating under a Government-sponsored transportation program,
  - 4. a bus operated by or providing service to a nonprofit organization, or
  - 5. a taxicab insured as prescribed in Section 500.3101 or 500.3102 of the Michigan Compiled Laws

if that person is a named insured or relative under this policy;

- (m) to **bodily injury** sustained by the **named insured** or any **relative** while **occupying a motor vehicle** owned or registered by the employer of the **named insured** or such **relative** for which security is maintained as required by Chapter 31 of the Michigan Insurance Code;
- (n) with respect to work loss and survivors' loss, to bodily injury sustained by any person, other than the named insured or any relative, while occupying any motor vehicle, other than the insured motor vehicle, which is being operated by the named insured or any relative outside the State of Michigan if neither the owner nor the registrant of such motor vehicle is required to provide security with respect thereto under Chapter 31 of the Michigan Insurance Code.

## **Definitions**

When used in reference to this insurance:

"allowable expenses" means reasonable charges incurred for reasonably necessary products, services, and accommodations, for an eligible injured person's care, recovery or rehabilitation, including, but not limited to, expenses for medical, hospital, nursing, x-ray, dental, surgical, ambulance, funeral and burial services and prosthetic devices;

"bodily injury" means accidental bodily injury, sickness or disease, including death resulting therefrom;

## "dependent survivors" means

- (a) the surviving spouse of the deceased **eligible injured person** if residing in the same household at the time of death, or if dependent upon such deceased at the time of death, provided that the dependency of such spouse shall terminate upon remarriage or death;
- (b) any person who was dependent upon the deceased eligible injured person at the time of such eligible injured person's death, but only while such other person is
  - 1. under the age of 18 years; or
  - 2. physically or mentally incapacitated from earning, or
  - 3. engaged full-time in a formal program of academic or vocational education or training;

## "eligible injured person" means

- (a) the named insured or any relative who sustains bodily injury in an accident involving a motor vehicle;
- (b) any other person who sustains bodily injury
  - 1. while occupying the insured motor vehicle, or
  - 2. while not occupying any motor vehicle as a result of an accident involving the insured motor vehicle, or
  - 3. as the result of an accident involving any other motor vehicle
    - (i) which is being operated by the named insured or a relative, and
    - (ii) to which the bodily injury liability insurance of the policy applies;

"income" means salary, wages, tips, commissions, fees and other earnings derived from work or employment;

## "insured motor vehicle" means a motor vehicle with respect to which

- (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the named insured is required to maintain security under Chapter 31 of the Michigan Insurance Code;

"motor vehicle" means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than two wheels;

"named insured" means the person or organization named in the declarations;

"accupying" means in or upon or entering into or alighting from;

"relative" means a person related to the same household as the named insured; including a ward or foster child) who is a resident of the same household as the named insured;



## MICHIGAN COMBINATION ENDORSEMENT

### MICHIGAN PROPERTY PROTECTION INSURANCE

The Company agrees with the **named insured**, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

## PROPERTY PROTECTION COVERAGE

The Company will pay, in accordance with Chapter 31 of the Michigan Insurance Code, for damage to tangible property caused by accident and arising out of the ownership, operation, maintenance or use, including loading or unloading, of the insured motor vehicle as a motor vehicle.

#### **Exclusions**

This insurance does not apply to damage to

- (a) any property while the insured motor vehicle is located for use as a residence or premises;
- (b) the property of any person while such person is using the insured motor vehicle without the express or implied consent of the named insured;
- (c) any property owned by the named insured or a relative if such named insured or relative was the owner, registrant or operator of a vehicle involved in the motor vehicle accident out of which the property damage arose;
- (d) any vehicle or trailer, or the contents of either, operated or designed for operation on a public highway by power other than muscular power, unless such vehicle or trailer is not an **insured motor vehicle** but is damaged by an **insured motor vehicle** and is parked in such a way as not to cause unreasonable risk of the **damage** which occurred;
- (e) any property suffered or caused intentionally by the claimant;
- (f) any property as a result of an accident involving a motor vehicle not owned by the named insured or any relative which is being operated by the named insured or any relative to the extent that security as required under Chapter 31 of the Michigan Insurance Code has been provided by or on behalf of the owner or registrant of such motor vehicle;
- (g) any property accepted for transportation by a named insured who is a motor carrier as defined in Chapter 475 of the Michigan Compiled Laws, if a certificate of insurance or other evidence of security has been filed by or on behalf of such motor carrier with any local, state or federal regulatory authority, to the extent that such insurance or other security is provided for such property or would be provided except for the application of a deductible;
- (h) utility transmission lines, wires or cables arising from the failure of a municipality, utility company or cable television company to comply with the requirements of section 16 of Act No. 368 of the Public Acts of 1925, being section 247.186 of the Michigan Compiled Laws.

### Definitions

When used in reference to this insurance;

"damage" means accidental physical injury to or destruction of tangible property including the loss of use of such injured or destroyed property;

"insured motor vehicle" means

- (a) a motor vehicle owned by the named insured with respect to which
  - 1. the property damage liability insurance of the policy applies and for which a specific premium is charged, and
  - 2. the named insured is required to maintain security under Chapter 31 of the Michigan Insurance Code, or
- (b) a motor vehicle operated by the named insured or any relative which is not owned by such named insured or relative and to which the property damage liability insurance of the policy applies;

"motor vehicle" means a vehicle, including a trailer, operated or designed for operation upon a public highway by power other than muscular power which has more than two wheels:

"named insured" means the person or organization named in the declarations;

"relative" means a person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured.

(continued on reverse side)

This endorsement forms a part of the policy to which attached, effective on October 1, 1973 or the inception date of the policy, whichever is later.

## **Policy Period; Territory**

This insurance applies only to accidents which occur on or after October 1, 1973 and during the policy period in the State of Michigan.

## **Limits of Liability**

Regardless of the number of persons insured, policies or bonds applicable, claims made, or **insured motor vehicles** to which this insurance applies, the total limit of the Company's liability under this policy for all **damage** arising from one accident shall not exceed \$1,000,000.

Subject to the foregoing, the Company's liability for property protection benefits shall not exceed the lesser of reasonable repair costs or replacement costs less depreciation and, where applicable, the value of loss of use.

#### Conditions

- A. Action Against the Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement, provided further that an action for recovery of property protection benefits payable under this insurance may not be commenced later than 1 year after the date of accident.
- B. Notice. In the event of an accident, written notice containing particulars sufficient to identify the damaged property, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of the person who sustains loss to the Company or any of its authorized agents as soon as practicable.
- C. Duties in Event of Loss. In the event of loss
  - (a) the property shall be protected and any further loss due to failure to protect shall not be recoverable under this insurance; however, reasonable expenses incurred in affording such protection shall be deemed incurred at the Company's request;
  - (b) within a reasonable time after loss, sworn proof of loss in such form and including such information as the Company may reasonably require shall be filed with the Company and, upon the Company's request, the damaged property shall be exhibited and the owner or bailee thereof shall submit to examination under oath.
- D. Reimbursement and Trust Agreement. Subject to any applicable limitations set forth in Chapter 31 of the Michigan Insurance Code, in the event of any payment to any person under this insurance
  - (a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any right of recovery of such person against any person or organization legally responsible for the property damage because of which such payment is made, and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such property damage, his agent, his insurer, or a court having jurisdiction in the matter;
  - (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such damage;
  - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
  - (d) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established this provision.
- E. Multiple Policies; Non-Duplication of Benefits. Regardless of the number of motor vehicles insured or insurers (including self-insurers) providing security in accordance with Chapter 31 of the Michigan Insurance Code, or the provisions of any other law providing for direct benefits without regard to fault for motor or any other vehicle accidents, no person shall recover duplicate benefits for the same expenses or loss.

### PHYSICAL DAMAGE INSURANCE AMENDATORY ENDORSEMENT

It is agreed that any Physical Damage insurance afforded by this policy does not apply to the extent that Property Protection Insurance Benefits are recovered under this or any other policy, as required by Chapter 31 of the Michigan Insurance Code.

### AMENDMENT OF PROPERTY DAMAGE LIABILITY COVERAGE

It is agreed that Part I - Liability Coverage is amended by adding the following exclusion:

(h) to property damage to another motor vehicle if the damage is caused by an accident occurring in the State of Michigan, and the vehicle driven by the Insured is subject to the Michigan No-Fault Law.



The Company agrees with the named insured, subject to all of the provisions of this endorsement and to all of the provisions of the policy except as modified herein, as follows:

### SECTION 1

## OREGON PERSONAL INJURY PROTECTION

The Company will pay Oregon Personal Injury Protection benefits for:

- (a) medical and hospital expenses,
- (b) income continuation expenses,
- (c) loss of services expenses and
- (d) funeral expenses

incurred with respect to **bodily injury** sustained by an **injured person** and caused by an accident arising out of the ownership, maintenance or use of a **motor vehicle** as a **motor vehicle**.

## Exclusions

This insurance does not apply:

- (a) to bodily injury sustained by any person who:
  - (1) intentionally causes self-injury; or
  - (2) is participating in any prearranged or organized racing or speed contest or practice or preparation for any such contest:
- (b) to income continuation expenses and loss of services expenses with respect to bodily injury sustained by any pedestrian, other than the named insured or any relative, in an accident which occurs outside the State of Oregon;
- (c) to **bodily injury** due to **war**, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to **any of** the foregoing;
- (d) to bodily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;
- (e) to bodily injury sustained by the named insured or any relative while occupying any motor vehicle, including a motorcycle or moped, owned by the named insured and not insured for Oregon Personal Injury Protection benefits;
- (f) to **bodily injury** sustained by a **relative** while **occupying** any **motor vehicle**, including a **motorcycle** or **moped**, owned by such **relative** and not insured for Oregon Personal Injury Protection benefits;
- (g) to **bodily injury** sustained by the **named insured** or any **relative** while operating or riding upon a **motorcycle** or **moped** not owned by the **named insured** or any **relative**;
- (h) to bodily injury sustained by the named insured or any relative while operating or occupying any motor vehicle not included in Exclusions (e), (f) and (g) above and which is not a private passenger motor vehicle.

### Definitions

When used in reference to this insurance:

"motor vehicle" means a self-propelled land motor vehicle or trailer other than (1) a farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads, (2) a vehicle operated on rails or crawler-treads, or (3) a vehicle located for use as a residence or premises;

"bodily injury" means bodily injury, sickness or disease, including death at any time resulting therefrom;

This endorsement forms a part of the policy, effective on November 1, 1981 or on the inception date of the policy, whichever date is later.

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"funeral expenses" means reasonable and necessary expenses for professional funeral services incurred within one year after the date of the accident:

"income continuation expenses" means 70% of the injured person's loss of income from work during a period of disability caused by bodily injury sustained by such person in the accident; provided that,

- (1) such person was usually engaged in a remunerative occupation at the time of the accident,
- (2) the period of such disability continues for at least 14 consecutive days, and
- (3) income continuation expenses shall include only expenses for loss of income incurred from the date such disability commenced to the date on which such person is able to return to his usual occupation;

## "injured person" means

- (a) the named insured or any relative who sustains bodily injury while occupying, or while a pedestrian through being struck by, a motor vehicle;
- (b) any other person, who sustains **bodily injury** while **occupying** or using the **insured motor vehicle**, with the permission of the **named insured**, or while a **pedestrian**, through being struck by the **insured motor vehicle**;

"insured motor vehicle" means a private passenger motor vehicle of which the named insured is the owner, to which the bodily injury liability insurance of the policy applies and for which a specific premium is charged;

"loss of services expenses" means expenses reasonably incurred during a period of disability caused by **bodily injury** sustained by an **injured person** in the accident for essential services in lieu of those such person would have performed without income; provided that,

- (1) such person was not usually engaged in a remunerative occupation at the time of the accident,
- (2) the period of such disability continues for at least 14 consecutive days, and
- (3) loss of services expenses shall include only expenses for such services actually rendered from the date such disability commenced to the date on which such person is reasonably able to perform such services;

"medical and hospital expenses" means all reasonable and necessary expenses incurred within one year from the date of the accident for medical, hospital, dental, surgical, ambulance and prosthetic services:

"motorcycle" and "moped" have the meanings given these terms in ORS 481,004:

"named insured" means the person named in Item 1 of the declarations of the policy;

"occupying" means in or upon or entering into or alighting from:

"pedestrian" means any person not occupying a self-propelled vehicle;

"private passenger motor vehicle" means a four-wheel passenger or station wagon type motor vehicle not used as a public or livery conveyance and includes any other four-wheel motor vehicle of the utility, pick-up body, sedan delivery or panel truck type not used for wholesale or retail delivery other than farming, a self-propelled mobile home and a farm truck;

"relative" means a spouse and any other person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured.

## Limits of Liability

Regardless of the number of persons or organizations insured, policies or bonds applicable, claims made or insured motor vehicles to which this insurance applies, the Company's liability for Oregon Personal Injury Protection benefits with respect to bodily injury sustained by any one injured person in any one motor vehicle accident is limited as follows:

- 1. The total amount payable shall not exceed the sum of
  - (a) \$5,000 in the aggregate for medical and hospital expenses; provided that, with respect to each injured person to whom a deductible amount applies as shown in the declarations or a schedule of the policy, such amount shall be deducted from the total amount of all sums otherwise payable by the Company for such expenses;
  - (b) \$750 per month for income continuation expenses for a maximum period in the aggregate of 52 weeks;
  - (c) \$18 per day for loss of services expenses for a maximum period in the aggregate of 52 weeks; and
  - (d) \$1,000 for funeral expenses.
- 2. Any amount payable under the terms of this insurance shall be reduced by the amount paid or payable to or on behalf of an injured person under any theme's compensation or any other simily nedical or disability benefits law.

survivors ross means ross sustaine guring the first 3 years after the date of the accent by dependent survivors because of the death of an eligible injured person and consisting of

- (b) expenses reasonably incurred by such **dependent survivors** during their dependency in obtaining ordinary and necessary services in lieu of those that the deceased person would have performed for their benefit had he not sustained the **bodily** injury causing death;

"work loss" means loss sustained during the first 3 years after the date of the accident consisting of

- (a) loss of income the eligible injured person would have earned had he not sustained bodily injury; and
- (b) reasonable expenses incurred in obtaining ordinary and necessary services from others in lieu of those services that, had he not sustained **bodily injury**, the **eligible injured person** would have performed not for **income** but for the benefit of himself or his dependent,

but work loss does not include any loss after the date on which the eligible injured person dies.

## Policy Period; Territory

This insurance applies only to accidents which occur on or after October 1, 1973 and during the policy period and within the United States of America, its territories or possessions, or Canada.

## Limits of Liability

Regardless of the number of persons insured, policies or bonds applicable, claims made, or **insured motor vehicles** to which this insurance applies, the Company's liability for personal protection benefits to or on behalf of any one person who sustains bodily injury in any one **motor vehicle** accident is limited as follows:

- 1. **allowable expenses** shall not include charges for hospital room in excess of a reasonable and customary charge for semi-private accommodations except when the **eligible injured person** requires special or intensive care;
- 2. the maximum amount payable for funeral and burial expenses shall not exceed \$1,000;
- 3. the maximum amount payable for loss of income because of work loss sustained in any single 30 day period by the eligible injured person shall not exceed \$1000 or whatever amount is established under Section 3107(b) of the Michigan Insurance Code, and such amount shall apply pro rata to any lesser period of work loss; provided that the maximum amount payable for loss of income because of work loss shall not exceed 85% of such loss of income, unless the eligible injured person presents to the Company reasonable proof of a lower tax advantage, in which case a greater percentage value shall apply;
- 4. the maximum amount payable for work loss sustained in any single 30 day period, other than loss of income, incurred by the eligible injured person shall not exceed \$20 per day;
- 5. the maximum amount payable for survivors' loss, because of the death of an eligible injured person, sustained in any single 30 day period shall not exceed \$1,000 or whatever other amount is established under Section 3108 of Chapter 31 of the Michigan Insurance Code, provided that the maximum amount payable for survivors' loss because of reasonable expenses incurred by such eligible injured person's dependent survivors shall not exceed \$20 per day:
- 6. any amount payable by the Company under the terms of this insurance shall be reduced by the amount paid, payable or required to be provided under
  - (a) the laws of any state or federal government;
  - (b) any elective deductible set forth in the declarations of this policy, provided that such deductible shall apply only to the named insured and any relative.

## Conditions

A. Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement, provided further that an action for recovery of personal protection benefits payable under this insurance may not be commenced later than 1 year after the date of accident causing the injury unless written notice of injury as provided herein has been given to the Company within 1 year after the accident or unless the Company has previously made a payment of personal protection benefits for the injury. If the notice has been given or a payment has been made, the action may be commenced at any time within 1 year after the most recent allowable expense, work loss or survivors' loss has been incurred. However, the claimant may not recover benefits for any portion of the loss incurred more than 1 year before the date on which the action was commenced

(continued on reverse side)

- B. Medical Reports; Proof of Claim. As soon as practicable the eligible injured person or someone on his behalf shall give the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical or mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.
  - If requested by the Company, such eligible injured person, someone on his behalf or his employer shall furnish a sworn statement of earnings by such eligible injured person since the date of the accident and for a reasonable time prior to the accident.
- C. Notice. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place, and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable.
  - If any eligible injured person, dependent survivor or the legal representative of either shall institute legal action to recover damages for injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, dependent survivor or legal representative.
- D. Reimbursement and Trust Agreement. Subject to any applicable limitations set forth in Chapter 31 of the Michigan Insurance Code, in the event of any payment of benefits to any person under this insurance, if such person is legally entitled to recover such benefits,
  - (a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any right of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made, and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such **bodily injury**, his agent, his insurer, or a court having jurisdiction in the matter;
  - (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such **bodily injury**;
  - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
  - (d) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- E. Multiple Policies; Non-Duplication of Benefits. Regardless of the number of motor vehicles insured or insurers (including self-insurers) providing security in accordance with Chapter 31 of the Michigan Insurance Code, or the provisions of any other law providing for direct benefits without regard to fault for motor or any other vehicle accidents, no person shall recover duplicate benefits for the same expenses or loss.
  - If any **eligible injured person** is entitled to recover benefits under more than one policy, the maximum recovery under all such policies shall not exceed the amount which would have been payable under the provisions of the policy providing the highest dollar limit of benefits payable.

# SECTION II

In consideration of the insurance afforded under Section I of this endorsement and the adjustment of applicable rates:

- (a) any amount payable under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any personal protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** to an **eligible injured person**;
- (b) any Automobile Medical Payments Coverage afforded under this policy is deleted except with respect to any vehicle for which security is not required to be maintained by Chapter 31 of the Michigan Insurance Code.

## SECTION III

The premium for the policy is based on rates which have been established in reliance upon the limitation upon the right to recover for damages under the provisions of Chapter 31 of the Michigan Insurance Code. If a court of competent jurisdiction declares or enters a judgment, from which there is no appeal, the effect of which is to render the provisions of such act invalid or unenforceable in whole or in part, the company shall have the right to recompute the premium payable for the policy on the basis of revised rates which are subject to review by the Commissioner of Insurance. In the event the named insured elects to delete any coverage as a result of such declaration of judgment, any resulting refund of premium shall be computed on a pro-rata basis.

TIC 000430

3. Any payments made by the C any under this insurance to a named insure a relative shall be applied in reduction of the amount of damages which, because of **bodily injury** sustained in the same accident, the **injured person** may be entitled to recover from the Company for protection against uninsured motorists insurance.

# Policy Period; Territory

This insurance applies only to accidents which occur during the policy period, within the United States of America, its territories or possessions, or Canada.

## Conditions

This insurance is subject to the following additional Conditions:

## 1. Notice.

- (a) In the event of an accident, written notice containing particulars sufficient to identify the injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each injured person to the Company or any of its authorized agents as soon as practicable. If any injured person or his legal representative shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such injured person or his legal representative.
- (b) Any **injured person** who has received benefits and who makes a claim or institutes legal action against any person or organization legally responsible for the **bodily injury** shall give notice of such claim or action to the Company by personal service or by registered or certified mail.
- 2. Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement.
- 3. Medical Reports; Proof of Claim. As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The injured person shall submit to physical examinations by physicians selected by the Company at the expense of the Company when and as often as the Company may reasonably require.
  - The injured person, or in the event of his incapacity or death his legal representative, shall upon each request from the Company execute authorization to enable the Company to obtain medical reports, copies of records and information with respect to loss of income. The Company may require that the injured person, as a condition for receiving income continuation expenses, cooperate in furnishing the Company reasonable medical proof of his inability to work.
- 4. Reimbursement and Trust Agreement. In the event of payment to any person of any benefits under this endorsement:
  - (a) The Company shall be entitled to reimbursement or subrogation in accordance with the provisions of ORS 743.825, ORS 743.830 or Section 8 of Chapter 784 Laws 1975.
  - (b) The Company is entitled to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of the injured person against any person or organization legally responsible for the accident, to the extent benefits were paid, less the Company's share of expenses, costs and attorney fees incurred by the injured person in connection with such recovery;
  - (c) The **injured person** shall hold in trust for the benefit of the Company all his rights of recovery to the extent of benefits furnished.
  - (d) The injured person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
  - (e) If requested in writing by the Company, the injured person shall take, through any representative, not in conflict in interest with him designated by the Company, such action as may be necessary or appropriate to recover such benefits furnished as damages from the person or organization legally responsible, such action to be taken in the name of the injured person but only to the extent of benefits furnished by the Company. In the event of recovery the Company shall also be reimbursed out of such recovery for the injured person's share of expenses, costs and attorney's fees incurred by the Company in connection with the recovery.
  - (f) The **injured person** shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of the **injured person** and the Company as established by this provision.
- 5. Arbitration. If any person making claim and the Company do not agree as to the amount payable hereunder, then each party shall, upon the written demand of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator, or if unable to agree thereon within 30 days then, upon the request of such person

or the Company, such third arbitrator shall be selected by a judge of a court of record in the County and State in which such arbitration is pending. The arbitrators shall then hear and determine the question or questions so in dispute, and the decision in writing of any two arbitrators shall be binding upon the person and the Company, each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration, provided that attorney fees and fees paid to medical or other expert witnesses are not deemed to be expenses of arbitration but are to be borne by the party incurring them. Unless the parties otherwise agree the arbitration shall be conducted in the County and State in which the person resides and in accordance with the usual rules governing procedure and admission of evidence in courts of law.

## 6. Other Insurance

The insurance afforded under this endorsement shall be excess for:

- (a) bodily injury sustained by any pedestrian, other than the named insured or any relative, to the extent that amounts are paid or payable to or on behalf of such pedestrian under any collateral benefits, including but not limited to insurance benefits under another policy issued by this or any other insurer, governmental benefits, gratuitous benefits or Oregon Personal Injury Protection Benefits.
- (b) **bodily injury** sustained by the named insured or any **relative** while **occupying** any **motor vehicle**, other than the **insured motor vehicle**, with respect to which Oregon Personal Injury Protection benefits are in effect.

## SECTION II

It is further agreed that any Automobile Medical Payments or Automobile Medical Expense afforded under the policy shall be excess insurance over any medical expense benefits paid or payable under this or any other automobile insurance policy because of badily injury to an injured person.

This endorsement modifies such insurance as is offered by the provisions of the policy relating to the following:

# **AUTOMOBILE PERSONAL INJURY PROTECTION**

# **OREGON**

It is agreed that, except as used in the first paragraph of the Insuring Agreement, the term "named insured" is deleted and replaced by the term "insured" wherever the term appears in the Automobile Personal Injury Protection Endorsement.

Additional Definition. When used in reference to such insurance: "insured" means an individual who is furnished a private passenger automobile for his regular use by the organization named in Item 1 of the Declarations.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy.

The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut 06115

ENDORSEMENT NO. 25

TIC 000432

(CC-710) ED. 12-71

# 2416. SO L INJURY PROTECTION END( JEMENT

# (Basic Automobile Liability Insurance, Comprehensive Automobile Liability Insurance, Garage Insurance)

		d ba	
This endorsement forms a part of Policy No			***************************************
by the	/Nome	of Inguence Company	at its Agency
located (city and state)		and is	(12:01 A.M. Standard Time)
(The information above is required only	y when th	is endorsement is issued subse	
This endorsement forms a part of the policy to	which at	tached, effective from its date	of issue unless otherwise stated herein.
	· <del>- , </del>	SCHEDULE	
Coverage	Limit	s of Liability	Advance Premium
Personal Injury Protection Coverage	\$	each person	\$1
		tion of Insured Motor Vehicles Check appropriate block)	j
<ul> <li>☐ Any automobile owned by the named in</li> <li>☐ Any private passenger automobile owne</li> <li>☐ Any motor vehicle to which are attache</li> <li>☐ Any motor vehicle designated in the Decis acquired during the policy period by</li> </ul>	d by the i d dealer's larations o	license plates issued to the nar of the policy by the letters P. I. P	2. and a motor vehicle ownership of which
	***************************************		
In consideration of the premium for this provisions of this endorsement and all of the			the named insured, subject to all of the ed herein, as follows:
PERSONAL INJURY PROTECTION			
INSURING AGREEMENT			
thereto, the Company will pay:			and all Acts amendatory or supplementary
<ol> <li>the named insured or any member of vehicle accident, and</li> </ol>	the insur	red's household who sustains bo	dily injury, caused by accident, in a motor
(2) any other person who sustains bodily			
(a) while occupying the insured moto (b) while using such vehicle with the	-		spouse of the insured if a resident of the
same household,	·	·	
for losses incurred by such injured person wit  (1) all reasonable and necessary medical			
loss of income sustained by such (b) if the person sustaining such bo	person, w dily injury and reason	while living, as a direct and pro- is not an income or wage pro- able expenses incurred for esse	at the time of such accident, benefits for ximate result of such accident, and ducer at the time of such accident, benefits ntial services ordinarily performed by such shold,
during the period of such injured person's disc	bility.		
EXCLUSIONS			
This insurance does not apply:  (a) to any person who:			
(1) intentionally causes the acci	in the cor		n person, or eking to elude lawful apprehension or arrest
(b) to the named insured or any mi	mber of t	the insured's household who sust such named insured or any men	ains bodily injury while occupying or through ober of the insured's household which is not
(SEE 1	REVERSE S	SIDE FOR FURTHER PROVISIO	NS)

By ENDORSEMENT NO. 26

(Duly Authorized Representative)

FORM 2416.—PERSONAL INJURY PROTECTION ENDORSEMENT Texas Standard Automobile Endorsement Revised April 1, 1979

# LIMITS OF LIABILITY

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved or claims made, the total aggregate limit of liability for all benefits of every kind for loss or expense incurred by or on behalf of any one person who sustains bodily injury as the result of any one accident shall not exceed the limit of liability set out in the schedule of this endorsement. If the person receiving payment under this coverage is also making a claim against the insured under bodily injury liability coverage of this policy or against the Company under the bodily injury provisions of the uninsured/underinsured motorists coverage of this policy in amount of money equal to the amounts paid by the owner, operator or the Company under "personal injury protection" to such guest or passenger and the bodily injury liability and uninsured/underinsured motorists coverages of this policy are hereby amended accordingly; provided, however, nothing herein shall be construed to authorize a direct action against the Company.

#### DEFINITIONS

"actual income lost" means the difference between the monthly rate of income being earned on the date of accident and income received during the period of disability, measuring income on the date of accident as follows:

- (a) if income is a salary or fixed remuneration, by the monthly rate of income being earned on the date of accident;
- (b) otherwise, by the average monthly income actually earned during the twelve month period immediately preceding the date of accident, or if the insured has been engaged in his occupation as of the date of accident for a period of less than twelve months, by the average monthly income actually earned during that period;

"benefits for loss of income" means eighty (80%) per cent of actual income lost because of disability resulting from insured bodily injury which prevents the injured person from performing the substantial duties of his usual occupation;

"bodily injury" means bodily injury, sickness, or disease, including death at any time resulting therefrom;

"income" means wages, salary, tips, commissions, professional fees, and other earnings from work or employment;

"income or wage producer" means a person who at the time of an accident was in an occupational status where such person was earning or producing income;

"insured motor vehicle" means an automobile owned or leased by the named insured which is described in the schedule as an insured motor vehicle to which bodily injury liability coverage of the policy applies;

"medical expenses" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

"member of the insured's household" means a relative of the individual named insured who is a resident of the same household;

"motor vehicle" means an automobile and any other vehicle, including a trailer, operated or designed for operation upon a public road by any power other than animal or muscular power;

"named insured" means the person or organization named in the declarations;

"occupying" means in or upon or entering into or alighting from;

"person" means a natural person and not a corporation, partnership, association or business name.

# CONDITIONS

- 1. **Policy Provisions.** None of the insuring agreements, exclusions or conditions of the policy shall apply to the insurance afforded by this endorsement except the conditions "Notice," "Assistance and Cooperation of the Insured," "Changes," "Assignment," "Cancelation" and "Declarations" and any endorsement which specifically refers to "Personal Injury Protection."
- 2. Premium. If during the policy period the number of insured motor vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the Company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the Company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the Company; if less, the Company shall return to the named insured the unearned portion paid by such insured.
- 3. Proof of Claim and Medical Reports. As soon as practicable, and no later than six months after the date of accident, the person making claim shall give to the Company written proof of claims, including full particulars of the nature and extent of the injuries and treatment received and contemplated and medical expenses incurred, the nature and extent of actual income lost, all such instruments and papers relating to income as the Company may reasonably require to establish benefits for loss of income, and such other information as may assist the Company in determining the amount due and payable. The injured person shall submit to mental or physical examinations by physicians selected by the Company and at the Company's expense when and as often as the Company may reasonably require and such person or, in the event of disability, incapacity or death, the legal representative, shall upon each request by the Company execute authorization to enable the Company to obtain medical reports and copies of records.

Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within fifteen days after receiving notice of claim. The person making claim shall submit to examination under oath by any person named by the Company, and subscribe the same, as often as may reasonably be required.

- 4. Other Insurance. If there is other personal injury protection insurance against a loss covered by the provisions of this endorsement, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in this endorsement bears to the total applicable limit of liability of all valid and collectible personal injury protection insurance; provided, however, the insurance afforded hereunder shall be excess over any other valid and collectible personal injury protection insurance available to the named insured or any member of the insured's household.
- 5. Payment of Loss. Any payment under this coverage, including benefits for loss of income, are payable to the person who is disabled or, if the disabled person is an unemancipated minor, to the parent or guardian who has custody of such minor, within thirty days after satisfactory proof thereof is received by the Company. Subject to proof of claim:
  - (a) accrued medical expenses and benefits for loss of income are payable every two weeks;
  - (b) any benefits for a period of less than two weeks for which the Company is liable are payable at termination of the disability period.
- 6. Action Against Company. No action shall lie against the Company unless as a condition precedent thereto there shall have been full compliance with all the terms of the policy and of this endorsement and until thirty days after the required notice of accident and proof of loss have been filed with the Company.
- 7. Policy Period, Territory. This insurance applies only to accidents which occur during the policy period of the policy to which the endorsement is attached, in the United States of America, its territories and possessions, or Canada, or while the motor vehicle is being transported between ports thereof.



The Company agrees with the named insured, subject to all of the provisions in this endorsement and to all of the provisions of the policy except as modified herein, as follows:

#### SECTION I

## PERSONAL INJURY PROTECTION COVERAGE

The Company will pay personal injury protection benefits to or on behalf of each eligible injured person for:

- (a) medical expenses,
- (b) work loss.
- (c) funeral expenses, and
- (d) survivor loss

with respect to **bodily injury** sustained by an **eligible injured person** caused by an accident involving the use of a **motor vehicle** as a **motor vehicle**:

## **Exclusions**

This coverage does not apply:

- (a) to **bodily injury** sustained by any person while **occupying** a **motor vehicle** which is owned by the **named insured** and which is not an **Insured motor vehicle**;
- (b) to **bodily injury** sustained by the **named insured** or any **relative** while **occupying** a **motor vehicle** which is owned by a **relative** and for which the security required by the Utah Automobile No-Fault Insurance Act is not in effect:
- (c) to **bodily injury** sustained by any person while operating the **insured motor vehicle** without the express or implied consent of the **insured** or while not in lawful possession of the **insured motor vehicle**;
- (d) to **bodily injury** sustained by any person injured while **occupying** or, while a **pedestrian** through the use of any **motor vehicle**, other than the **insured motor vehicle**, for which the security required under the Utah Automobile No-Fault Insurance Act is in effect;
- (e) to bodily injury sustained by any person, if such person's conduct contributed to his injury under either of the following circumstances:
  - (1) causing injury to himself intentionally, or
  - (2) while committing a felony;
- (f) to bodily injury sustained by any person arising out of the use of any motor vehicle while located for use as a residence or premises:
- (g) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (h) to bodily injury resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material
- (i) to bodily injury to any person who is entitled to payments or benefits under the provisions of Utah's Workmen's Compensation Law.

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(18075-D) 6-79

ENDORSEMENT NO. 27

CAT. 493198 PRINTED IN U.S.A

#### **Definitions**

When used in reference to this coverage:

"bodity Injury" means bodity injury, sickness or disease, including death resulting therefrom;

# "eligible injured person" means

- (a) the named insured or any relative who sustains bodily injury caused by an accident involving the use of any motor vehicle;
- (b) any other person who sustains bodily injury caused by an accident while
  - (1) occupying the insured motor vehicle with the consent of the insured, or
  - (2) occupying any other motor vehicle, other than a public or livery conveyance, operated by the named insured or a relative, or
  - (3) a pedestrian if the accident involves the use of the insured motor vehicle;

# "Insured motor vehicle" means a motor vehicle with respect to which

- (a) the bodily injury liability insurance of the policy applies and for which a specific premium is charged, and
- (b) the named insured is required to maintain security under the provisions of the Utah Automobile No-Fault Insurance Act:

"medical expenses" means the reasonable expenses incurred by necessary medical, surgical, x-ray, dental and rehabilitation services, including prosthetic devices, necessary ambulance, hospital, and nursing services, and any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.

"motor vehicle" means any vehicle of a kind required to be registered with the Division of Motor Vehicles of the Utah State Tax Commission under Title 41-1-19, Utah Code Annotated 1953 but excluding motorcycles;

"named insured" means the person or organization named in the declarations;

"occupying" means being in or upon a motor vehicle as a passenger or operator or engaged in the immediate acts of entering, boarding or alighting from a motor vehicle;

"pedestrian" means any person not occupying or riding upon a motor vehicle, other than any person occupying or riding upon a motorcycle.

"relative" means a spouse or any other person related to the named insured by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the named insured, or who usually makes his home in the same household but temporarily lives elsewhere:

"survivor loss" means compensation on account of the death of the eligible injured person;

"work loss" means (a) loss of income and loss of earning capacity by the eligible injured person during his lifetime, from inability to work during a period commencing three days after the date of the bodily injury and continuing for a maximum of 52 consecutive weeks thereafter, provided that if such eligible injured person's inability to work shall so continue for in excess of a total of two consecutive weeks after the date of the bodily injury, this three day elimination period shall not be applicable; and (b) a special damages allowance not exceeding \$12 per day for services actually rendered or for expenses reasonably incurred for services that, but for the bodily injury, the eligible injured person would have performed for his household commencing three days after the date of the bodily injury and continuing for a maximum of 365 consecutive days thereafter, provided that if such eligible injured person's inability to perform such services shall continue for in excess of 14 consecutive days after the date of the bodily injury, this three day elimination period shall not be applicable.

## Policy Period; Territory

This coverage applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

# **Limits of Liability**

Regardless of the number of persons insured, policies or bonds applicable, claims made or insured motor vehicles to which this coverage applies, the Company's liah try for personal injury protection benefits with pect to bodily injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured personal injury sustained by any one eligible injured by any one eligible injured by any one eligible injured by any one eligible injured by any one eligible injured by any one eligible injured by any one eligible injured by any one eligible injured by any one

1. the maximum amount payable for medical expenses shall not exceed \$2,000;

[&]quot;funeral expenses" means funeral, burial or cremation expenses incurred;

[&]quot;insured" means the named insured, the spouse or other relative of the named insured who resides in the same household as the named insured, including those who usually make their home in the same household but temporarily live elsewhere, or any person using the described motor vehicle with the permission, either expressed or implied, of the owner.

- 2. the maximum amount payable for work loss is
  - (a) eighty five per cent o. By loss gross income and earning capacity, not to bed the total of \$150 per week;
  - (b) \$12 per day for inability to perform services for his household:
- 3. the maximum amount payable for funeral expenses shall not exceed \$1,000;
- 4. the amount payable for survivor loss is \$2,000 and is payable only to natural persons who are the eligible injured person's heirs:
- any amount payable by the Company under the terms of this coverage shall be reduced by the amount paid, payable, or required to be provided on account of such **bodily injury**
  - (a) under any workmen's compensation plan or any similar statutory plan other than Utah's Workmen's Compensation plan.
  - (b) by the United States or any of its agencies because of his or her being on active duty in the military services.
  - (c) under any applicable deductible set forth in this endorsement or in the policy to which it is attached

#### Conditions

- A. Action Against Company. No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all the terms of this coverage.
- B. Notice. In the event of an accident, written notice containing particulars sufficient to identify the eligible injured person, and also reasonably obtainable information respecting the time, place and circumstances of the accident shall be given by or on behalf of each eligible injured person to the Company or any of its authorized agents as soon as practicable. If any eligible injured person, his legal representative or his survivors shall institute legal action to recover damages for bodily injury against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to the Company by such eligible injured person, his legal representative, or his survivors.
- C. Medical Reports; Proof of Claim. As soon as practicable the eligible injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Company in determining the amount due and payable. The eligible injured person shall submit to physical and mental examinations by physicians selected by the Company when and as often as the Company may reasonably require.
- D. Subrogation. In the event of any payment under this coverage, the Company is subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person must execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.
- E. Reimbursement and Trust Agreement. In the event of any payment to any person under this coverage:
  - 1. the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the **bodily injury** because of which such payment is made; and the Company shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such **bodily injury**, his agent, his insurer or a court having jurisdiction in the matter;
  - such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of such bodily injury;
  - 3. such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights:
  - 4. such person shall execute and deliver to the Company instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision.
- F. Non-Duplication of Benefits; Other Insurance. No eligible injured person shall recover duplicate benefits for the same elements of loss under this or any similar insurance.

In the event that an eligible injured person who is a named insured, a relative, or who is injured in an accident involving the use of an insured motor vehicle, has other similar insurance available and applicable to the accident, the maximum recovery under all such insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and the Company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this coverage and such other insurance.

In the event that an eligible injured person, other than a named insured, relative, or a person who is injured in an accident involving the use of an insured motor vehicle, has other similar insurance available and applicable to the accident, the coverage provided under this endorsement shall be excess over such other insurance.

# SECTION II

In consideration of the coverage afforded under Section I and the adjustment of applicable rates:

- (a) any amount payable under the Protection Against Uninsured Motorists Coverage shall be reduced by the amount of any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of bodily injury sustained by an eligible injured person;
- (b) any Automobile Medical Payments Coverage afforded under this policy shall be excess insurance over any personal injury protection benefits paid or payable under this or any other automobile insurance policy because of **bodily injury** sustained by an **eligible injured person**.

#### SECTION III

The premium for the policy is based on rates which have been established in reliance upon the limitations on the right to recover for damages imposed by the provisions of the Utah Automobile No-Fault Insurance Act. In the event a court of competent jurisdiction declares, or enters a judgement the effect of which is to render, the provisions of such act invalid or unenforceable in whole or in part, the Company shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at the option of the Company.

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

# AMENDMENT TO UNINSURED MOTORIST COVERAGE

WE AGREE THAT THE UNINSURED MOTORIST COVERAGE APPLIES ONLY IN THOSE STATES WHERE UNINSURED MOTORIST COVERAGE IS MANDATORY AND CANNOT BE REJECTED BY THE NAMED INSURED, AND THEN ONLY FOR THE STATUTORY MINIMUM LIMITS OF LIABILITY.

SUBJECT TO THE ABOVE PARAGRAPH, IT IS FURTHER AGREED THAT FOR THE BELOW LISTED STATES, THE UNINSURED MOTORISTS LIMITS OF LIABILITY WILL AUTOMATICALLY BE AMENDED TO SATISFY STATUTORY CHANGES WITH RESPECT TO THE STATUTORY MINIMUM LIMIT OF LIABILITY FOR UNINSURED MOTORIST COVERAGE DURING THE POLICY PERIOD.

STATE	PRESENT STATUTORY MINIMUM LIMIT OF LIABILITY
	•
ARIZONA	30,000
ILLINOIS	30,000
MISSOURI	50,000
OREGON	60,000 OR 25/50/10
SOUTH DAKOTA	40,000

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Numed Insured		CORPORATION	Policy No. ETAL	05	AL	189541	SCA	Endorsement No.	28	
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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company

Hartford, Connecticut

TIC 000439

Countersigned by

(Authorized Representative)

E SILVA MAY 1 9 19861

88 OR J. H



# NATIONAL ACCOUNTS

CA 21 39. (Ed. 07 81)

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# UNINSURED MOTORISTS INSURANCE (ARIZONA)

# A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
  - For which no liability bond or policy at the time of an accident provides at least the amounts specified in Section 28-1102 of the Arizona Uniform Motor Vehicle Safety Responsibility Act.
  - For which an insuring or bonding company denies coverage or is or becomes insolvent, or
  - c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

# B. WE WILL PAY

We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.

- If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
- 3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

# C. WE WILL NOT COVER—EXCLUSIONS

This insurance does not apply to:

- 1. Any claim settled without our consent.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. Bodily injury sustained you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

## D. WHO IS INSURED

- 1. You or any family member.
- Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- 3. Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.

# E. OUR LIMIT OF LIABILITY

- Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.
- 2. Any amount payable under this insurance shall be reduced by:
  - a. All sums paid or payable under any work-

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ENDORSEMENT EFFECTIVE 5-1-84

POLICY NO. 05 AL 189541 SCA

NAMED INSURED DILLINGHAM CORPORATION ETAI

ENDORSEMENT NO. 29

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Page 1 of 2



ers' compensation, disability benefits or similar law, and

- All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
- 3. Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

# F. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

- 1. The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- 2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved, and
  - b. Promptly send us copies of the legal papers if a suit is brought.
- 3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall

hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

# **ARBITRATION**

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select and arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

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# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# UNINSURED MOTORISTS INSURANCE (ILLINOIS)

# A. WORDS AND PHRASES WITH SPECIAL MEAN-ING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE (ILLINOIS):

- "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- "Uninsured motor vehicle" means a land motor vehicle or trailer:
  - For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
  - For which an insuring or bonding company denies coverage or is or becomes insolvent, or
  - c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

# B. WE WILL PAY

We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.

ENDORSEMENT EFFECTIVE 5-1-84

NAMED INSURED DILLINGHAM CORPORATION ETAL

- If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
- 3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

# C. WE WILL NOT COVER—EXCLUSIONS

This insurance does not apply to:

- 1. Any claim settled without our consent.
- 2. The direct or indirect benefit of any insurer or self- insurer under any workers' compensation, disability benefits or similar law.
- 3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

## D. WHO IS INSURED

- 1. You or any family member.
- Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- 3. Anyone for damages he is entitled to recover because of **bodily injury** sustained by another insured.

# E. OUR LIMIT OF LIABILITY

 Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations.

We will apply the limit shown in the declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

- a. \$15,000 for bodily injury to any one person caused by any one accident, and
- b. \$30,000 for bodily injury to two or more persons caused by any one accident.

POLICY NO. 05 AL 189541 SCA

ENDORSEMENT NO. 30



This provision will not change our total limit of liability.

- 2. Any amount payable under this insurance shall be reduced by:
  - All sums paid or payable under any workers' compensation, disability benefits or similar law, and
  - All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
- 3. Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

## F. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

- The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- 2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:
  - a. Promptly notify the police if a hit-and-run driver is involved, and
  - b. Promptly send us copies of the legal papers if a suit is brought.
- 3. OUR RIGHT TO RECOVER FROM OTHERS does not apply.
- 4. The following Conditions are added:

# REIMBURSEMENT

If we make any payment and the insured recovers from another party, the insured shall

hold the proceeds in trust for us and pay us back the amount we have paid.

# ARBITRATION

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, then the disagreement will be settled in accordance with the rules of the American Arbitration Association. However, if the insured requests, we and the insured will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the insured's request, either party may request that arbitration be submitted to the American Arbitration Association. We will bear all the expenses of the arbitration except when the insured's recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the insured will be responsible for payment of his or her expenses and an equal share of the expenses of the the third arbitrator up to the amount by which the insured's recovery exceeds the statutory minimum.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding.

CA 21 04 (Ed. 08 84)

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CHANGES IN UNINSURED MOTORISTS INSURANCE (MISSOURI)

A. WORDS AND PHRASES WITH SPECIAL MEANING is changed as follows:

"Uninsured motor vehicle" also includes a hit-and-run vehicle which causes bodily injury to an insured without hitting the insured, a covered auto or a vehicle the insured is occupying. If there is no physical contact with the hit-and-run vehicle the facts of the accident must be proved. We may request supporting evidence other than the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.

- B. OUR LIMIT OF LIABILITY is replaced by the following:
  - 1. Regardless of the number of **insureds**, claims made or vehicles involved in the **accident**, the most **we** will pay for all damages resulting from any one **accident** is the limit of UNINSURED MOTORISTS INSURANCE shown in the Declarations.

However, if **bodily injury** to which this coverage applies is sustained by any person other than **you** or any **family member**, the Limit of Liability shown in the Declarations for this coverage is also the most **we** will pay regardless of the number of covered **autos**.

- 2. Any amount payable under this insurance shall be reduced by:
  - a. All sums paid or payable under any disability benefits or similar law, and
  - All sums paid by or for anyone who is legally responsible, including all sums paid under the policy's LIABILITY INSURANCE.
- 3. Any amount paid under this insurance will reduce any amount an **insured** may be paid under the policy's LIABILITY INSURANCE.
- C. ARBITRATION is replaced by the following:

The **insured** shall not be required to arbitrate disputed claims.

ENDORSEMENT EFFECTIVE 5-1-84
NAMED INSURED DILLINGHAM CORPORATION ETAL

POLICY NO. 05 AL 189541 SCA ENDORSEMENT NO. 31





**CHANGES IN UNINSURED MOTORISTS INSURANCE** 

# APPLIES IN THE STATE OF OREGON A. WORDS AND PHRASES WITH SPECIAL MEANING is changed as follows:

"Uninsured motor vehicle" also includes a hit-and-run vehicle which causes bodily injury to an insured without hitting the insured, a covered auto or a vehicle the insured is occupying. However, the facts of the accident must be corroborated by competent evidence other than the testimony of a person making a claim under this or any similar insurance.

- B. WHO IS INSURED is changed to read as follows:
  - 1. You or any family member.
  - 2. Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing loss or destruction.
  - 3. Anyone else occupying an auto you are operating.
  - 4. Anyone for damages he is entitled to recover because of bodily injury sustained by another insured.
- C. ARBITRATION is changed as follows:

We will pay all arbitration costs to an insured in excess of \$100. Arbitration costs to an insured shall not include attorneys' fees or any expenses incurred in producing evidence or witnesses or making transcripts of the arbitration proceedings.

ENDORSEMENT EFFECTIVE 5-1-84

NAMED INSURED DILLINGHAM CORPORATION ETAL

POLICY NO. 05 AL 189541 SCA

**ENDORSEMENT NO. 32** 

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# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# UNINSURED MOTORISTS INSURANCE (SOUTH DAKOTA)

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 5-1-84	Policy No. 05 AL 1895	41 SCA
Named Insured		
DILLINGHAM CORPORATION ETAL	Countersigned by	
Limit for underinsured motor vehicles		(Authorized Representative)
Bodily Injury	\$ 40,000	Each Accident

The definition of "uninsured motor vehicle" in this endorsement applies in its entirety unless an "X" is entered below:

- If an "X" is entered in this box paragraph b. of the definition of "uninsured motor vehicle" does not apply.
- A. WORDS AND PHRASES WITH SPECIAL MEANING

In addition to the WORDS AND PHRASES WITH SPECIAL MEANING in the policy, the following words and phrases have special meaning for UNINSURED MOTORISTS INSURANCE:

- 1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
- "Occupying" means in, upon, getting in, on, out or off.
- 3. "Uninsured motor vehicle" means a land motor vehicle or trailer:
  - a. For which no liability bond or policy at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged, or
  - b. Which is an underinsured motor vehicle. An underinsured motor vehicle is a motor vehicle for which the sum of all liability bonds or policies at the time of an accident provides at least the amounts required by the applicable law where a covered auto is principally garaged but their limits are less than the limit of this insurance, or

- For which an insuring or bonding company denies coverage or is or becomes insolvent, or
- d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an insured, a covered auto or a vehicle an insured is occupying.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law.
- b. Owned by a governmental unit or agency.
- Designed for use mainly off publicroads while not on public roads.

# B. WE WILL PAY

- We will pay all sums the insured is legally entitled to recover as damages from the owner or driver of an uninsured motor vehicle. The damages must result from bodily injury sustained by the insured caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the uninsured motor vehicle.
- 2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered auto is principally garaged, we will pay only after all liability bonds or policies have been exhausted by judgments or payments.
- 3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

# C. WE WILL NOT COVER-EXCLU NS

This insurance does not apply to:

- 1. Any claim settled without our consent.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. Bodily injury sustained by you or any family member while occupying or struck by any vehicle owned by you or any family member which is not a covered auto.
- Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

## D. WHO IS INSURED

- 1. You or any family member.
- Anyone else occupying a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
- 3. Anyone for damages, he is entitled to recover because of **bodily injury** sustained by another insured.

# E. OUR LIMIT OF LIABILITY

- Regardless of the number of covered autos, insureds, claims made or vehicles involved in the accident, the most we will pay for all damages resulting from any one accident is the applicable limit of UNINSURED MO-TORISTS INSURANCE determined as follows:
  - a. If no limit entry is made in this endorsement, the limit of UNINSURED MOTORISTS INSURANCE will be the limit shown in the declarations.
  - b. If a limit entry is made in this endorsement, it will only apply to underinsured motor vehicles as defined in paragraph b. of the definition of "uninsured motor vehicle" and the limit of UNINSURED MOTORISTS INSURANCE shown in the declarations will apply to paragraphs a., c. and d. of that definition.
- 2. Any amount payable under this insurance shall be reduced by:
  - a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
  - b. All sums paid by or for anyone who is legally responsible, including all sums

paid ur ) the policy's LIABILITY IN-SURANCE.

 Any amount paid under this insurance will reduce any amount an insured may be paid under the policy's LIABILITY INSURANCE.

# F. CHANGES IN CONDITIONS

The CONDITIONS of the policy are changed for UNINSURED MOTORISTS INSURANCE as follows:

- The reference in OTHER INSURANCE to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
- 2. YOUR DUTIES AFTER ACCIDENT OR LOSS is changed by adding the following:
  - a. Promptly notify the police if a hit-andrun driver is involved, and
  - b. Promptly send us copies of the legal papers if a suit is brought.
- 3. OUR RIGHT TO RECOVER FROM OTHERS is changed by adding the following:

If we make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

## **ARBITRATION**

- a. If we and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages, either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

## COMPREHENSIVE GENERAL LIABILITY

## COMPREHENSIVE AUTOMOBILE LIABILITY

IT IS HEREBY UNDERSTOOD AND AGREED THAT INTALCO ALUMINUM CORPORATION, HOWNET CORPORATION, AND ALUMAX, INC. ARE INCLUDED AS ADDITIONAL INSUREDS UNDER THIS POLICY, BUT ONLY WITH RESPECT TO WORK AND/OR OPERATIONS ARISING OUT OF ANY WRITTEN AGREEMENT BETWEEN INTALCO ALUMINUM CORPORATION AND CALIFORNIA LIQUID GAS CORPORATION, A SUBSIDIARY OF DILLINGHAM CORPORATION. IT IS FURTHER UNDERSTOOD AND AGREED THAT INTALCO ALUMINUM CORPORATION MAY HAVE OR MAY PROCURE, FOR ITS OWN ACCOUNT, NONCONTRIBUTING INSURANCE WITHOUT NOTICE TO THIS COMPANY AND WITHOUT PREJUDICE TO THIS INSURANCE; AND ANY SUCH INSURANCE PROCURED BY INTALCO ALUMINUM CORPORATION WILL NOT BE CALLED INTO CONTRIBUTION WITH THE INSURANCE AFFORDED BY THIS POLICY. THIS POLICY IS CONSIDERED PRIMARY INSURANCE AS TO INTALCO ALUMINUM CORPORATION IN CONNECTION WITH WORK AND/OR OPERATIONS OUT OF OR IN CONNECTION WITH THE AFOREMENTIONED AGREEMENTS.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy:)

Endorsement effective 7-30-84 Policy No. 05 AL 189541 SCA Endorsement No. 34

Named Insured Additional Premium 5 BI PD

In Advance 5 5

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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by ___

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

## COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

<u>ENDORSEMENTS</u>
SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT (84-473)

THE FOLLOWING ENDORSEMENTS ARE MADE A PART OF THE COMPREHENSIVE GENERAL LIABILITY AND AUTO LIABILITY POLICIES:

- 1. THE CITIES OF SAN JOSE AND SANTA CLARA AND THEIR RESPECTIVE, EMPLOYEES, OFFICERS, AGENTS, AND CONTRACTORS ARE HEREBY ADDED AS ADDITIONAL INSUREDS.
- 2. THIS POLICY SHALL BE CONSIDERED PRIMARY INSURANCE AS RESPECTS ANY OTHER VALID AND COLLECTIBLE INSURANCE THE CITY OF SAN JOSE MAY POSSESS, INCLUDING ANY SELF-INSURED RETENTION THE CITY MAY HAVE, AND ANY OTHER INSURANCE THE CITY DOES POSSESS SHALL BE CONSIDERED EXCESS INSURANCE ONLY.
- 3. THIS INSURANCE SHALL ACT FOR EACH INSURED, AND ADDITIONAL INSURED AS THOUGH A SEPARATE POLICY HAD BEEN WRITTEN FOR EACH. THIS, HOWEVER, WILL NOT ACT TO INCREASE THE LIMIT OF LIABILITY OF THE INSURING COMPANY.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective Named Insured	5-1-84 DILLINGHAM	CORPORATION	Policy No. <b>ETAL</b>	05	AL	189541		Endor PAGE				
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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by	<u> </u>
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	KE	î , <b>≻</b>	JGNINI	ODE G <b>►</b>	c/s	OFFICE	NAME	C/\$	ΣE	c/sc		РАҮМІ	ENT T	AX DIST. T	FANSACT TYPE	DON LINE O	F C A	1D	POLICY EFF	DATE DATE TYPE
STA PLA			TORY RATE	LIMITS	OF LIA	BILITY MED.	DR. REC.	LINE DESIG.	FORM CLA		COMP	COLL	DISC.	PRE	мим	EXPOSURE	BILL.	10	ACCOUNT	NUMBER
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4. THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF CANCELLATION SHALL BE GIVEN TO THE CITY OF SAN JOSE IN THE EVENT OF CANCELLATION AND/OR REDUCTION IN COVERAGE OF ANY NATURE. SUCH NOTICE SHALL BE SENT TO:

CITY OF SAN JOSE RISK MANAGER - CITY HALL 801 NORTH FIRST STREET, ROOM 227 SAN JOSE, CA 95110

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

 Endorsement effective
 Policy No.
 Endorsement No.
 35

 Named Insured
 PAGE 2 0F 2
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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by		
A Printer	(Authorized Represe	ntative
	··.	TIC 000451

# GENERAL LIABILITY ADDITIONAL INSURED ENDORSEMENT CITY OF LOS ANGELES

NAMED INSURED AND ADDRESS:

DILLINGHAM CONSTRUCTION, N.A., INC.

P.O. BOX 1089

PLEASANTON, CA 94566

General description of agreement(s) and/or activity(s) insured

B PERMIT, EXCAVATION PERMIT OR COMTRACT

GOOD SAMARITAN HOSPITAL AUDITORIUM & EDUCATIONAL CENTER

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

- 1. The City of Los Angeles, its Departments, officers, agents and employees are insureds thereunder in relation to those operations, uses, occupations, acts, and activities described generally above with regard to operations performed by or on behalf of the named insured.
- 2. Such insurance shall be primary, and not contributing with any other insurance maintained by the City of Los Angeles (insured).
- 3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to the City Attorney of the City of Los Angeles by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

ADDRESS CANCELLATION NOTICE AS FOLLOWS:

Dity Attorney, City of Los Angeles

Room 1800, City Hall East 200 North Main Street Los Angeles, CA 90012 ISSUE ENDORSEMENT TO:

City of Los Angeles

Board of Public Works Room 353, City Hall 200 North Spring Street Los Angeles, CA 90012



Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to valve, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endersement No. (TBD) 35 A

E'lective Cute 5/1/85 Policy No.

05AL189541SCA

TIC 000452

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Confidential Business Information

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· Page 1 of 2 Pages (See Reverse Side)

LIMITS OF LIABILITY

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions, exclusions, extensions or specific provisions relate to the above coverage. Aggregate limits and separate deductibles, if applicable, are to be noted after the stated coverage. (Attach additional pages if space is insufficient.)

	·
INCLUDES:	
(X) Premises & Operations	( ) Incidental Medical Malpractice
(X) Contractual Liability	( X ) Explosion Hazard
( x ) Independent Contractors	( X ) Collapse Hazard
(X) Products/Completed Operatio	ns (X) Underground Hazard .
(X) Broad Form Property Damage	( ) 'Garagekeepers Legal Liability (Primary) S
(X) Personal Injury	( ) Owned Automobiles
(X) Broad Form Liability Endorsem	nent ( ) Nonowned Automobiles
( ) Fire Legal Liability	( ) Hired Automobiles
( ) Watercraft Liability	( )
EXCLUDES:	
	<u>.</u>
DEDUCTIBLE:	750 000 N11 Conomi
	rantium (strike out one) of \$250,000. applies to All General
Liability c	overage.
DEDUCTIBLE APPLIES PER CLAIM (	), PER OCCURRENCE ( v ).
	,, , = , , , , , , , , , , , , , , , ,
	THE AEIMA CASUALTY & SUPETY COMPANY
	INSURANCE COMPANY
	ADDRESS: 151 FARMINGION AVENUE
	HARTFORD, CT. 06156
, CINDY LIND	, (type or print name) hereby declare under penalty of perjury,
nder the laws of the State of Californ	tia, that I have the authority to bind the above-named insurance company to
is endorsement and by my execution	
	andy Lind
	Signature of Authorized Representative
	(Öriginal Signature only; No facsimile signature or initialed signature accepted)
ecuted at SAN FRANCISCO	. CALIFORNIA on MAY 3 , 19.85
7	Phone No.: ( 415 ) 981-1100
fidential Business Information	TIC 000453

OSAL189541, renewal or Policy No. replacement thereof

# NATIONAL ACCOUNT

Name of Insured THE BASALT ROCK DIVISION C

AUTOMOBILE BODILY INJURY LIABILITY AND INC. AUTOMOBILE PROPERTY DAMAGE LIABILITY

CERTIFICATE OF INSURANCE FOR OVERSIZE-OVERWEIGHT VEHICLE PERMITS

FOR OVERSIZE-OVERWEIGHT VEHICLE PERMITS
· ·
Filed with the County Road Commissioner of the County of Napa, State of California, 1795 Third Street - Room 201 - Napa, California 94558.
This is to certify that the AETNA CASUALTY & SURETY CO.
(Name of Company) hereinafter called Company of
(Home Office Address of Company)
has issued to THE BASALT ROCK DIVISION OF DILLINGHAM HEAVY CONSTRUCTION, INC. :-
(Name of Insured)
of P.O. Box 1089, Pleasanton, CA 94566
(Address of Insured)
the policy of Automobile Bodily Injury Liability and Automobile Property Damage Liability insurance herein described, which by the attachment of the Oversize-Overweight Permit Endorsement approved by the Board of Supervisors of Napa County, State of California, has been changed to include the coverage or security for the protection of the public and the County of Napa, State of California, and its officers, agents and employees required with respect to the existence, ownership, maintenance or use of motor vehicles under permit issued to the named insured by the County of Napa, State of California, through its Road Commission er under the authority of Division 15 of the California Vehicle Code incident to the issuance of a permit granting the named insured permission to operate vehicles and transport loads which would otherwise be unlawful, on motor vehicles:  Description of vehicles under Permit:
"THIS POLICY IS ISSUED WITH RESPECT TO ALL VEHICLES OPERATED BY THE INSURED"
The limit of liability of the Company for the operation of each vehicle or each motive power unit and trailer, semi-trailer, listed above, or other towed vehicle, whether said other towed vehicle is described above or not, shall be as follows:
Bodily Injury each person \$250,000 .
Bodily Injury each accident 500,000
Property Damage each accident 100,000 (or a total of 500,000)
This certificate, countersigned by an authorized representative of the Company
Effective from 5-1-85 to UNTIL CANCELLED
of Policy Number 05AL189541SCA
Countersigned Uside Blick
Authorized Representative
and Dilling Ham Conjuntus STAC FORM C
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Policy No. 05AL189541, renewal or replacement thereof

Name of Insured THE BASALT ROCK DIVISION OF DILLINGHAM HEAVY CONSTRUCTION, IX

OVERSIZE-OVERWEIGHT PERMIT ENDORSEMENT

- 1. This endorsement is attached to the policy described below to assure compliance by the named insured with appropriate provisions of Division 15 of the California Vehicle Code, with applicable laws and regulations of the State of California, and with governing ordinances, resolutions, rules, regulations and permit provisions of the County of Napa, State of California, and its officers, agents and employees incident to the issuance of a permit granting the named insured permission to operate vehicles and transport loads which would otherwise be unlawful.
- 2. The Company hereby amends the policy described below accordingly and in accordance with all applicable California statutes and regulations, and governing ordinances, resolutions, rules, regulations and permit provisions of the County of Napa, State of California, but this amendment shall apply only while the named insured is operating the vehicles described below within the County of Napa, State of California, and incident to the said permit but nothing contained in the policy or any endorsements thereon, nor the violation of any provisions of the permit issued, for which this endorsement is a condition precedent, such as time, routes, descriptions, terms, provisions, conditions, stipulations, rules, regulations or requirements of this permit, nor the violation of any of the provisions of the policy or of any endorsement thereon by the named insured, shall relieve the Company from liability hereunder or from the payment of any final judgement resulting therefrom.
- 3. The named insured agrees to reimburse the Company for any payment by the Company on account of any accident, claim or suit involving a breech of the terms of the policy, and for any payment that the Company would not have been obligated to make under the provisions of the policy, except for the agreement contained in this endorsement.
- 4. The County of Napa, State of California, its officers, agents and employees are hereby declared to be additional insureds in the below-numbered policy insofar as they may be held liable as a consequence of the issuance of the permit hereinbefore referred to.
- Cancellation of this endorsement may be effected by the Company giving not less than 30 days notice in writing to the <u>Road Commissioner</u> of the County of Napa, State of California.
- 6. The limit of liability of the Company for the operation of each vehicle or each motive power unit and trailer, semi-trailer, listed below, or other towed vehicles, whether said other towed vehicle is described below or not, shall be as follows:

Bodily Injury each person Bodily Injury each accident Property Damage each accident \$250,000 500,000 100,000

7. Description of vehicles under Permit:

"THIS POLICY IS ISSUED WITH RESPECT TO ALL VEHICLES OPERATED BY THE INSURED"

This endorsement, countersigned by an authorized representative of the Company becomes applicable endorsement number

Effective 5-1-85 - Until Cancelled
Of Policy Number 05AL189541scA
Issued to THE BASALT ROCK DIVISION
BY AETNA CASUALTY & SHRETY COLPANY

of DILLINGAM HEAVY CONSTRUCTION, INC.
Herein called the Company.
(Authorized Representative)

gned (Authorized Representative)

NAMER INSUNA DILLINGHAM Corporation ETAL

FORM E

FIELD OFFICE COPY

# ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PULLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to C & E BRADLEY'S INC.	of Ketchikan, Alaska
Dated at WALNUT CREEK, CALIFORNIA	this
Amending Policy No. <u>Ú5 AL 13954 I SCA</u>	Effective Date 5-1-85
Name of Insurance Company AETNA CASUALTY & SURE	STY COMPANY
Count	ersigned by
	y or excess insurance, as indicated by "[X]", for the limits shown:
$\Box$ ችhis insurance is primary and the company shall not be liabl	e for amounts in excess of \$ 1,000,000 for each accident.
This insurance is excess and the company shall not be liable in excess of the underlying limit of \$	e for amounts in excess of \$ for each accident each accident.
	s to furnish the Bureau or the ICC a duplicate of said policy and all it by an authorized representative of the Bureau or the ICC, to verify that er to call is:(415) 947-6441
the other party (said 35 days notice to commence from the date th	y or the insured by giving (1) thirty-five (35) days notice in writing to ne notice is mailed, proof of mailing shall be sufficient proof of notice), widing thirty (30) days notice to the ICC (said 30 days notice to come in Washington, D.C.).
DEFINITIONS AS USE	IN THIS ENDORSEMENT
ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmenta damage which the insured neither expected nor intended.	dental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity
MOTOR VEHICLE means a land vehicle, machine, truck, tractor trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.	mitigate damage or potential for damage to human health, the
BODILY INJURY means injury to the body, sickness, or disease	PROPERTY DAMAGE means damage to or loss of use of tangible property.

to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss,

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration's Bureau of Motor Carrier Safety (Bureau) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and pay to pay any final judgment recovered against the insured as whether or not such negligence occurs on any route or in any territary court of competent jurisdiction against the company to competent insurance as is afforded, for public liability, does not apply 20 mjul 1085 to or death of the insured's employees while engaged in the course to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof,

shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

The limits of the company's liability for the amounts prescribed the limits of the company's liability for the amounts prescribed and any in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only. The limits shown in the schedule are for information purposes only.

NAMED INSULED DILLING HAM CORPOSED TOOL

INdone Company No. 350 TIC 000456

# SCHEDULE OF LIMITS Public Liability

	Type of Carriage*	Commodity Transported	July 1, 1981	July 1, 1984
(1)	For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 500,000	\$ 750,000
(2)	For-hire and Private (In interstate, foreign, or intrastate commerce).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	\$1,000,000	\$5,000,000
(3)	For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$ 500,000	\$1,000,000
(4)	For-hire and Private (In interstate or foreign commerce).	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455.	\$1,000,000	\$5,000,000

*Note: The type of carriage listed under numbers (1), (2), and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

TIC 000457

Confidential Business Information

# EXCAVATIONS, S. 25, AND STREET SURFACE PROVIDENTS

# EXDORSEMENT NO.

# . Encineering department ..... CITY OF LONG BEACH

'Within the limits set forth in the declaration to indemnify and save harmless the City of Long Beach, its officers, agents and employees from and against any and all claims or demands of any hind or nature whatsoever for death, injury or loss to persons or damages to property which the City of Long Beach, its officers, agents or employees may sustain or incur, or may be imposed upon them, or any of them, arising out of or in any manner connected with the work performed pursuant to any permit issued to the · is sured for street surface improvements, excavations, or sewers, in a public street, under the provisions of the City's Municipal Code.

"This policy shall not be cancelled until ten days' written notice of cancellation has been served on the City. This endorsement shall control over all other provisions of the policy or endorsements thereto inconsistent therewith."

This endorsement is attached to and made a part of Policy No. 058L18954; issued to Dillingham Construction N.A., Inc. Policy holder of P.O. Box 1089, Pleasanton, California 94565

Accress

by Aetha Casualty and Surety and is subject to all the terms Insurance Company

and conditions of such policy not inconsistent herewith.

3, Cendy Sind

This endorsement must be accompanied by a cartificate of insurance with . the limits listed below

> NOTE: Minimum limits of liability FL \$100,000 and \$200,000 PD \$20,000

IMPERATIVE BOTH CERTIFICATION AND ENDORSEMENT MUST BE SIGNED SYONS AGENT ONLY. WE CANNOT ACCEPT TWO

City of Long Beach Construction Division
Sis N. Dosen Divis. 10th Floor EFF. 9-1-85 DIC
Long Beach, California 906.8

NAMED INSURED! DILLINGHAM OUP EFAL

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**Confidential Business Information** 

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STAT.	TERM.	ITORY	LIMITS	OF LIA	BILITY	DR.	LINE	FORM		COMB	COLL	DISC.	PRE	MIUM	EXPOSURE	BILL. ID	ACCOUNT	
PLAN	STATE	RATE	Ві	PD	MED.	REC.	DESIG.	CLA	\SS	C OWIV.	COLL	0100.		WILCHY	EXTOSONE	1	04488	60012
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			<b>-</b>							<del> </del>				<b></b> ,			<del>-</del>	SPECIAL

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

# COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

# AMENDATORY ENDORSEMENT

IT IS AGREED THAT THE DECLARATIONS PAGE, LIMITS OF LIABILITY ARE AMENDED TO READ AS SHOWN BELOW:

COVERAGES

5.

LIMITS OF LIABILITY

GENERAL LIABILITY

BODILY INJURY AND PROPERTY DAMAGE LIABILITY COMBINED SINGLE LIMIT INCLUDING A \$250,000 DEDUCTIBLE PER ENDORSEMENT NO. 2

EACH OCCURRENCE

\$1,000,000

ANNUAL AGGREGATE, WHERE APPLICABLE, EXCLUDING CAL GAS CORPORATION 5,000,000 ANNUAL AGGREGATE, WHERE APPLICABLE, CAL GAS CORPORATION ONLY 5,000,000

PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

ANNUAL AGGREGATE

1,000,000

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5-1-85 Policy No. 05 AL 189541 SCA Endorsement No. 36 Named Insured DILLINGHAM CORPORATION ETAL PAGE 1 DF 2 Additional Premium \$ Return Premium 5 In Advance 5 1st Anniv. \$ 2nd Anniv. \$

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

M. L. THOROGER SUL 1 7 1985.

Countersigned by _ (Authorized Representative)

TIC 000459

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PLAN	STATE	RATE	Bi	PD	MED.	REC.	DESIG.	CLASS			-				<u> </u>	
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	_			<u> </u>				-		-			<u> </u>		<u> </u>	
													<u> </u>			

# LIMTS OF LIABILITY

# AUTOMOBILE LIABILITY

BODILY INJURY AND PROPERTY DAMAGE LIABILITY INCLUDING CARGO COVERAGE COMBINED SINGLE LIMIT INCLUDING A \$250,000 DEDUCTIBLE PER ENDORSEMENT NO. 2

EACH OCCURRENCE

1,000,000

EMPLOYEE BENEFITS LIABILITY

EACH EMPLOYEE

1,000;000

ANNUAL AGGREGATE

5,000,000

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy:)

Endorsement No. Endorsement effective Policy No. Named Insured PAGE 2 OF 2 Additional Premium 5 Return Premium \$ In Advance 5 1st Anniv, 5 2nd Anniv. 5

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

Countersigned by	
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Special commission.

THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

## COMPREHENSIVE GENERAL LIABILITY INSURANCE

# COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

# AMENDATORY ENDORSEMENT

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$735,799 THE ATTACHED SCHEDULES ARE FOR POLICY PERIOD 5-1-85 TO 5-1-86.

GENERAL LIABILITY

BODILY INJURY AND PROPERTY DAMAGE LIABILITY COMBINED SINGLE LIMIT INCLUDING A \$250,000 DEDUCTIBLE

LIMITS OF LIABILITY

EACH OCCURRENCE

1,000,000

ANNUAL AGGREGATE WHERE APPLICABLE, EXCLUDING CAL GAS CORPORATION ANNUAL AGGREGATE WHERE APPLICABLE CAL GAS 5,000,000

CORPORATION ONLY

PERSONAL INJURY AND ADVERTISING INJURY LIABILITY

EMPLOYEE BENEFITS LIABILITY

ANNUAL AGGREGATE

1,000,000

AUTOMOBILE LIABILITY

BODILY INJURY AND PROPERTY DAMAGE LIABILITY INCLUDING CARGO COVERAGE COMBINED SINGLE LIMIT INCLUDING A \$250,000 DEDUCTIBLE PER ENDORSEMENT NO. 2

EACH OCCURRENCE

1,000,000

EACH EMPLOYEE

1,000,000

ANNUAL AGGREGATE

5,000,000

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

05 AL 189541 SCA Endorsement No. 37 Endorsement effective Policy No. 5-1-85 Named Insured * DILLINGHAM CORPORATION ETAL Additional Premium 5 Return Premium \$ ₿I PD 735799 5 In Advance 5 HOBO NOTE: LB 295226 ZJ 88.00 1st Anniv. \$ PB ZF 9.52 295225 2nd Anniv. \$ AA 145250.48 INCL. --

1990 NORTH CAROLINA BLVD., SUITE 930, WALNUT CREEK, CA

The Ætna Casualty and Surety Company The Standard Fire Insurance Company

Hartford, Connecticut

N.LTHUME JUL 1785 Countersigned by (Authorized Representative)

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COU	NTERSIE			OFFICE		C/S	·	C/S/C	OMM.				TYPE E	} 	BUSINES	P		5-1-84 POLICY EXPIR	7-9-E
STAT.	TERRI	 LIMITS	OF LIA	BILITY MED.	DR. REC.	LINE DESIG.	FORM		COMP	COLL	DISC.	PR	EMIUM	EXP	POSURE	BILL.	QI	ACCOUNT I	
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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

# COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

# LIMITATION OF COVERAGE

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE FOR WHICH INSURANCE IS AFFORDED UNDER THE POLICIES SCHEDULED BELOW OR FOR ANY RENEWAL THEREOF.

IT IS ALSO AGREED THAT, FOR THE SOLE PURPOSE OF ARRIVING AT THE AGGREGATE LIMIT OF LIABIL-ITY OF A PARTICULAR COVERAGE, THIS POLICY AND THOSE SCHEDULED WILL BE DEEMED TO BE ONE POLICY WITH A SINGLE AGGREGATE LIMIT OF LIABILITY FOR SUCH COVERAGE.

IT IS FURTHER AGREED THAT THIS POLICY DOES NOT APPLY TO HAZARDS TO WHICH SUCH SCHEDULED POLICIES ARE INAPPLICABLE SOLELY BECAUSE OF THE EXHAUSTION OF THE LIMIT OF LIABILITY PROVIDED THEREIN.

SCHEDULE OF POLICIES		PERIOD OF INSURANCE
05 AL 590801 SRA	DILLINGHAM CONSTRUCTION, INC. S.A. HEALY COMPANY-GROW TUNNELING- DEW CROSSTOWN INTERCEPTOR	5-1-84/85
D5 AL 590820 SCA	DILLINGHAM CONSTRUCTION, INC. BARNES SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT	

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy)

Endorsement effective 5-1-84
Policy No. 05 AL 189541 SCA Endorsement No. 38
Named Insured DILLINGHAM CORPORATION ETAL
Additional Premium 5
Return Premium 5
In Advance 5
1st Anniv. 5
2nd Anniv. 5
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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

N. I. THUR JUL 1 7,1985)

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Countersigned by (Authorized Representative)

TIC 000462

Confidential Business Information

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

# COMPREHENSIVE GENERAL LIABILITY INSURANCE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

# LIMITATION OF COVERAGE

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE FOR WHICH INSURANCE IS AFFORDED UNDER THE POLICIES SCHEDULED BELOW OR FOR ANY RENEWAL THEREOF.

IT IS ALSO AGREED THAT, FOR THE SOLE PURPOSE OF ARRIVING AT THE AGGREGATE LIMIT OF LIABIL-ITY OF A PARTICULAR COVERAGE, THIS POLICY AND THOSE SCHEDULED WILL BE DEEMED TO BE ONE POLICY WITH A SINGLE AGGREGATE LIMIT OF LIABILITY FOR SUCH COVERAGE.

IT IS FURTHER AGREED THAT THIS POLICY DOES NOT APPLY TO HAZARDS TO WHICH SUCH SCHEDULED POLICIES ARE INAPPLICABLE SOLELY BECAUSE OF THE EXHAUSITON OF THE LIMIT OF LIABILITY PROVIDED THEREIN.

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	AL	590801 S	S.A	LINGHAM - HEALY CROSSTO	COMPA	NY-GRO	NUT WE	5	-1-8	35/86
05	AL	590815 5	SAN	LINGHAM JOSE/SAI TROL PLAI	NTA C		-		-1-8	35/86

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

AThe information below is required only when this endorsement is usued subsequent to preparation of policy.

Endorsement effec	ctive 5-1-8:	5	Policy No.	05	AL	189541	5CA	Endorsement No.	39	
Named Insured	DILLINGHAM	CORPORATION	ETAL			•				
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-							1st Anniv. \$	•	•	
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The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

Countersigned by	 	
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(Authorized Representative)

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IT IS HEREBY UNDERSTOOD AND AGREED THAT THE FOLLOWING ENTITY IS ADDED AS PART OF THE NAMED INSURED:

KAMAOLE SANDS, A REGISTERED HAWAIIAN LIMITED PARTNERSHIP 2695 SOUTH KIHEI ROAD KIHEI, HI 96753

AS RESPECTS THE ABOVE, THE FOLLOWING ENTITY IS ADDED AS ADDITIONAL INSURED:

SECURITY PACIFIC MORTGAGE & REAL ESTATE SERVICES, INC.
733 BISHOP STREET, SUITE 2300 HONOLULU, HI 96813

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective 5/1/85 Policy No. 05AL189541SCA Endorsement No. 39a

Named Insured DILLINGHAM CORPORATION ET. AL. (PER ENDT. NO. 1)

Return Premium S

In Advance S

Ist Anniv. S

2nd Anniv. S

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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by

FIELD OFFICE COPY 2

# NOTE: DILLINGHAM CORPORATION FOR

# MOTOR CARRIER AU. MOBILE BODILY INJURY AND PREPERTY DAY LIABILITY INSURANCE ENDORSEMENT

Issued to	PROPANE	TRANSPORT	r, inc.	of _	P.O. BOX	232, MILF	ORD, OH	45150
Dated at _	HARTFOR	D, CONNEC	ICUT this	17TH day	of JUNE		<del></del> -	, 19 <u>85</u>
Amending	Policy No	05 AL 185	7541 SCA	Effe	ective Date	5-1-8	15	·
Name of I	Insurance Com	npany	AETHA CASUA	LTY & SURE	TY COMPANY	<b>&gt;</b>	<u> </u>	$\bigcap$
				rsigned by	1.7	. , ,	Enresentative	
	to which this	s endorsemer	nt is attached	provides prim				•
	nsurance is pr ch accident.	rimary and th	ne company sł	nall not be lia	ble for amou	nts in excess	of \$1	,000,000
This i	nsurance is e	xcess and th	e company sh	nall not be lia	ible for amou	ints in excess	of \$	
for eac	ch accident ir	excess of t	he underlying	limit of \$		for each	accident.	

Whenever required by the Wisconsin Department of Transportation, the company agrees to furnish the Department a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the Department, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving thirty (30) days' notice in writing to the other party, and by providing thirty (30) days' notice to the Department (said 30 days' notice to commence from the date the notice is received by the Department at its office in Madison, Wisconsin).

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with sec. 194.41, Wis. Stats., and TRANS 176, Wis. Admin. Code, and the rules and regulations of the Wisconsin Department of Transportation.

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability (automobile, bodily injury and property damage liability) resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of sec. 194.41, Wis. Stats., and TRANS 176, Wis. Admin. Code, regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or to property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation or limitation contained in the policy, this endorsement, or any other endorsement thereon, or

violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

# COMPREHENSIVE GENERAL LIABILITY INSURANCE ADDITIONAL INSURED

IT IS AGREED THAT THE WESTERN PACIFIC RAILROAD COMPANY IS AN ADDITIONAL INSURED WITH RESPECT TO THE OPERATIONS OF CAL GAS CORPORATION INVOLVING THE DELIVERY OF PROPANE TO VARIOUS SITES ALONG WESTERN PACIFIC RAILROAD COMPANY'S RIGHT OF WAY IN CALIFORNIA AND NAVADA, MORE SPECIFICALLY DESCRIBED IN CONTRACT C.L.D. NO. 20625 BETWEEN CAL GAS CORPORATION AND THE WESTERN PACIFIC RAILROAD COMPANY, BUT ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE POLICY TO WHICH THIS EN-DURSEMENT IS ATTACHED.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is usued subsequent to preparation of policy.)

Policy No. 05 AL 189541 SCA 10-25-85 Endorsement effective Endorsement No. DILLINGHAM CORPORATION ET.AL. Named Insured PD Additional Premium 5 Return Premium S BI In Advance S 1st Anniv. S 2nd Anniv. S

The Ætna Casualty and Surety Company The Standard Fire Insurance Company Hartford, Connecticut

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(Authorized Representative)

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY POLICY

# AMENDING INSURANCE AGREEMENTS

IT IS AGREED THAT THE EXPIRATION DATE UNDER ITEM 3 OF THE POLICY DECLARATION IS AMENDED TO READ 5-1-84 TO 5-1-86 AT 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED HEREIN.

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1The information below is required only when this endorsement is issued subsequent to preparation of policy:)

Endorsement effective .	5-1-86	Policy No.	05	AL	189541 SCA	Endorsement No.	42	
Named Insured DILLI	NGHAM CORPORATION	ETAL						
Additional Premium 5		Return Premius	m \$			BI		PD
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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company

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THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

IT IS AGREED THAT ENDT. NO. 39, LIMITATION OF COVERAGE FORMING A PART OF SAID POLICY IS AMENDED TO INCLUDE THE FOLLOWING:

SCHE	DULE OF	POLICIES		PERIOD OF INSURANCE
 D5 AL	636007	SCA	DILLINGHAM CALESTA ST. LAWRENCE ISLAND	4-1-86 TO 5-1-86
05 AL	636001	SCA	DILLINGHAM POMEROY	11-8-85 TO 5-1-86
C5 AL	590839	SCA	DILLINGHAM SHARPE CONSTRUCTION	12-9-85 TO 5-1-86

This endorsement, issued by one of the below named companies, forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

1 The information below is required only when this endorsement is issued subsequent to preparation of policy.

Endorsement effective 11-8-85

Named Insured OILLINGHAM CORPORATION ETAL Additional Premium 5

Return Premium 5

In Advance 5

Ist Anniv, 5

2nd Anniv, 5

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The Ætna Casualty and Surety Company
The Standard Fire Insurance Company
Hartford, Connecticut

Countersigned by		
	(Authorized Representative)	· 🗸 🕶